

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 16

In the County Commission of said county, on the 3rd day of May 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the request by North Battleground LLC to extend the approval of a Review Plan for North Battleground Planned Development originally approved July 1, 2014 on Commission Order 309-2014 for a period of six months from the original expiration date of June 30, 2016.

Done this 3rd day of May, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

July Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 1st day of July 20 14

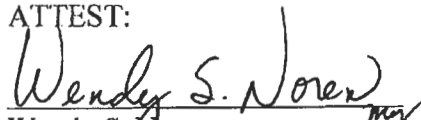
the following, among other proceedings, were had, viz:

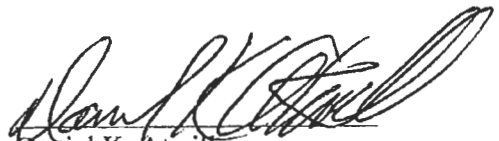
Now on this day the County Commission of the County of Boone does hereby approve the request by North Battleground LLC for a Review Plan for North Battleground Development on 37.92 acres, more or less, located at 8321 E St. Charles Rd., Columbia with the following conditions:

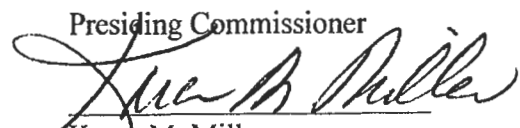
1. Prior to approval of the final development plan the developer shall enter into a development agreement, addressing traffic impact mitigation, with Boone County.
2. In order to comply with Fire Code access requirements the development shall occur in two stages. Stage 1 will include Lots 1-12 and Lots 54-88, C1, C2 and C3, a total of 47 building lots and 3 common lots. Stage 2 will include the remaining lots. Development of Stage 2 shall not occur until a second remote access is developed meeting the Fire District's approval. The note on the plan addressing phasing shall be modified to meet this condition.
3. Prior to final plan submission the developer shall submit preliminary water quality BMP calculations on Boone County Stormwater Forms for review and approval by the Director. The Director may require submittal of a revised review plan and preliminary plat if warranted by the findings of the preliminary calculations.
4. Prior to final plan approval the developer may submit a new annexation agreement with Columbia that does not require compliance with Columbia's Storm Water Regulations.
5. If conditions require shifting the location of the unnamed future collector street on the north end of the development, the Director may approve amendments to the Review and/or Final Development Plans that are necessary to accommodate the shift in road alignment.

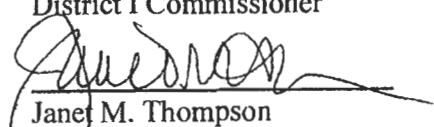
Done this 1st day of July, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

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May Session of the April Adjourned

Term. 20 16

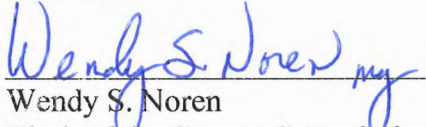
In the County Commission of said county, on the 3rd day of May 20 16

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


Now on this day the County Commission of the County of Boone does hereby approve the request by Jerome and Jeannie Taylor to approve a Final Development Plan for Happy Hollow Estates Lot 4 on 15.30 acres, more or less, located at 801 E Happy Hollow Rd., Columbia.

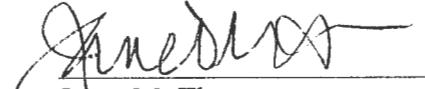
Done this 3rd day of May, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

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County of Boone

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May Session of the April Adjourned

Term. 20 16

3rd

day of May

20 16

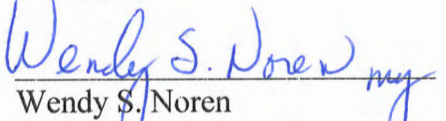
In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

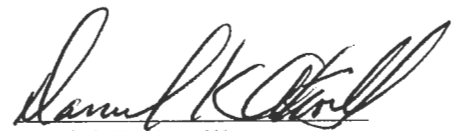
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the Presiding Commissioner to sign them:

- Curry. S19-T51N-R13W. A-2. Michael and Mary Curry, owners. Donald E. Bormann, surveyor.
- Harmon Estates Plat 2. S32-T50N-R11W. A-2. Larry and Judy Harmon, owners. Kevin M. Schweikert, surveyor.
- Weatherspoon. S13-T49N-R12W. A-2. K.W. Properties, Inc., owner. Kevin M. Schweikert, surveyor.
- Buckman. S11-T50N-R12W. A-R. Buckman Properties LLC, owner. J. Daniel Brush, surveyor.

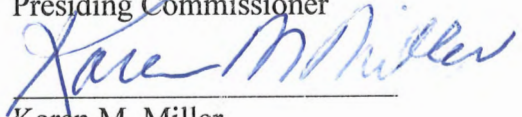
Done this 3rd day of May, 2016.

ATTEST:

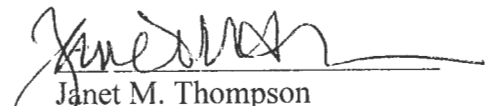

 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner


 Janet M. Thompson
 District II Commissioner

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May Session of the April Adjourned

Term. 20 16

In the County Commission of said county, on the 3rd day of May 20 16

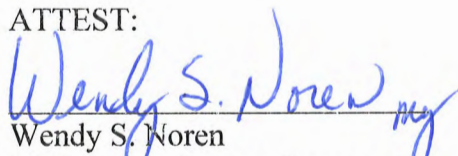
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to increase appropriation for actual bid received on the Parking Lot Addition at First Christian Church.

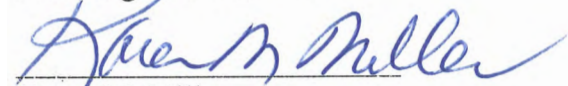
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1190	71106	Non-Departmental	Contracted Services		17,816
1190	3525	Non-Departmental	Reimbursement Special Projects		32,843
					50,659

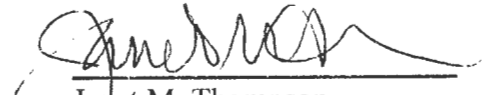
Done this 3rd day of May, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Parking Lot Addition at First Christian Church
Department 1190
Prepared by Auditors Office

Sources:

Fund 100	\$	117,843
		-
Total Sources of Funds		<u><u>70,000</u></u>

Uses of Funds:

		<u>Project Budget</u>
Professional Fees: Architect/Engineer - Acct. 71211		
A/E Fees		20,000
A/E Reimbursables		-
Total Professional Fees	\$	<u><u>20,000</u></u>

Construction: Acct. 71201

Base Construction Bid - Frech Paving Company		89,233
Alternate Bid - Frech Paving Company		3,925
Total Construction Contract		<u><u>93,158</u></u>

 Contingency (5%, Rounded nearest 100th) 4,658

Total Construction	\$	<u><u>97,816</u></u>
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Owner's Cost: Acct. 71231

 Miscellaneous - Easement Recording 27

Total Owners Cost	\$	<u><u>27</u></u>
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Total Project Budget	\$	<u><u>117,843</u></u>
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Less: Amount already Budgeted in CY (80,000.00)

Less: Amount paid in PY (A/E Fees to ESS & Recording) (20,027.00)

Total Amount for Budget Adjustment		<u><u>17,815.94</u></u>
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Total Project Cost 117,843.00

Amount to be assigned to lease amortization (85,000.00)

Estimated Amount to be reimbursed by First Christian Church 32,843.00

From: "Hutton, Robert C." <bchutton@ccis.edu>
To: CJ Dykhouse <cdykhouse@boonecountymo.org>, Karen Miller <KMiller@booneco...>
CC: Ron Sweet <RSweet@boonecountymo.org>
Date: 4/4/2016 6:07 PM
Subject: RE: First Christian Church Project - Church is willing to proceed

All is correct from fcc standpoint, thanks

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: CJ Dykhouse <cdykhouse@boonecountymo.org>
Date: 04/04/2016 4:56 PM (GMT-06:00)
To: Karen Miller <KMiller@boonecountymo.org>
Cc: Ron Sweet <RSweet@boonecountymo.org>, "Hutton, Robert C." <bchutton@ccis.edu>
Subject: First Christian Church Project - Church is willing to proceed

Karen,

Good afternoon.

Per the below email, the Church would like to proceed with the parking lot improvement project. As I understand it from Bob Hutton's email (copied below, and Bob is cc: on this email so he can correct any misunderstanding), the Church will want to pay some cash up front to the County at the conclusion of the project, such that the only amount being amortized as a "credit" on the County's lease obligation for the next 10 years will be the construction costs of \$65,000 plus the costs incurred to ES&S for design services. The Church will pay up to \$44,000 in a cash payment to the County at the conclusion of the project to reduce the amount to be amortized as a credit against the County's future rental payments. I had told Bob that I didn't anticipate any problems if the Church wanted to pay a lump sum of cash and amortize what is left as a credit per our agreement.

Bob mentioned that he would like to be part of the preconstruction conference with the contractor.

Please let me know if I can be of any assistance with this matter at this time, and I'll stand by. Thanks, Karen.

CJ

CJ Dykhouse
County Counselor
Boone County, Missouri
801 E. Walnut, Ste. 211
Columbia, Missouri 65201
573-886-4414

PRIVILEGED AND CONFIDENTIAL

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash Street, Rm. 110
Columbia, MO 65201
(573) 886-4391
(573) 886-4390

TO: Commissioner Miller
Commission Office

FROM: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

DATE: April 11, 2016

RE: Bid Award Recommendation – *01-24MAR16 – Parking Lot Addition at First Christian Church*

Attached is the bid tabulation for the two responses received for the above referenced bid. Please return this cover sheet with your recommendation by e-mail or fax to 886-4390 after you have completed the evaluation of this bid.

If you have any questions, let me know.

DEPARTMENT REPLY:

Department Number: 1190
Account Number: 71106
Budgeted: \$80,000

Award Base Bid by low bid to Frech Paving Company for \$89,233.04.

Award Alternate Bid to Frech Paving Company for \$3,925.00 – might award at a later date

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bids for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: _____ Date: _____

MAINSCR BOONE Core Budget Description - View Only ADJASON 09:35:53
 Year 2016 Dept. 1190 NON-DEPARTMENTAL Finalized Y 4/11/16
 Account 71106 CONTRACTED SERVICES 2015 Est. 20,027
 2015 Bdgt. 75,000 YTD 20,027 % of Bdgt. 27 Est. % of Bdgt. 27

Description	Qty	Unit	Amount	Total
<u>1ST CHRISTIAN CHURCH PARKING LOT PROJECT</u>	*		<u>80,000</u>	<u>80,000</u>

Class <u>356,148</u>	Class 2-8 <u>879,679</u>	Proposed Core	<u>80,000</u>	Bottom
F2=Key Scr	F3=Exit	Proposed Supp	_____	% Chg
F6=Dept Supplemental Budget	F5=History	Auditor Rev	_____	
F12=Return	F10=Notes *	Commission Rev	_____	
F15=Summary		Total Budget	<u>80,000</u>	<u>7</u>

Year 2015
 Dept 1190 NON-DEPARTMENTAL
 Acct 71106 CONTRACTED SERVICES
 Fund 100 GENERAL FUND

Original Appropriation 75,000.00
 Revisions _____
 Original + Revisions 75,000.00
 Expenditures 16,197.00
 Encumbrances 3,830.00
 Actual To Date ~~20,000.00~~ 20,027.00
 Remaining Balance 54,973.00
 Shadow Balance 54,973.00

Class/Account A ACCOUNT
 Account Type E EXPENSE
 Normal Balance D DEBIT

Transaction Code	Effective Date	Description	Process Date	Amount
22	1/01/2015	***** ORIGINAL BUDGET *****	2015 415	75,000.00-
70	7/22/2015	ENGINEERING SURVEYS & SERVICES	2015 107	20,000.00
50 10	9/25/2015	COUNTY OF BOONE RECORDER OF DE	2015 4618	27.00
50 10	10/21/2015	ENGINEERING SURVEYS & SERVICES	2015 5156	6,855.50
72 10	10/21/2015	ENGINEERING SURVEYS & SERVICES	2015 5156	6,855.50-
50 10	11/04/2015	ENGINEERING SURVEYS & SERVICES	2015 5396	1,792.00
72 10	11/04/2015	ENGINEERING SURVEYS & SERVICES	2015 5396	1,792.00-
50 10	12/08/2015	ENGINEERING SURVEYS & SERVICES	2015 6053	450.00
				More...

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

3rd

day of

May

20

16

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

Now on this day the County Commission of the County of Boone does hereby award bid 01-24MAR16 – Parking Lot Addition at First Christian Church to Frech Paving Co.

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

Done this 3rd day of May, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

215-2016

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
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, CPPO, CPPB
DATE: April 22, 2016
RE: Bid Award Recommendation: *01-24MAR16 – Parking Lot Addition at First Christian Church*

Request for Bid *01-24MAR16 – Parking Lot Addition at First Christian Church* closed on March 24, 2016. Two bids were received. Recommendation for award is Frech Paving Co. for offering the lowest and best bid.

Award is for the Base Bid for \$89,233.04 and will be paid from department 1190 – Non-Departmental, account 71106 – Contracted Services. \$80,000 was budgeted for the project. A Budget Revision from the emergency fund was processed to cover the shortfall resulting in a new budget amount of \$97,816.

ATT: Bid Tab

cc: Bid File
Karen Miller, Commission

215-2016

01-24MAR16 - Parking Lot Addition at First Christian Church				Grove Construction LLC		Freh Paving Co.	
BID TABULATION							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
SITEWORK							
1.01	Strip Topsoil (6") and Stockpile	50	C.Y.	\$12.00	\$600.00	\$10.80	\$540.00
1.02	Respread Topsoil	50	C.Y.	\$18.00	\$900.00	\$18.00	\$900.00
1.03	Soil Undercut, Off-Site Disposal, Haul Off	400	C.Y.	\$14.00	\$5,600.00	\$27.88	\$11,152.00
1.04	Concrete Washout Pit (incl. maintenance)	1	Each	\$600.00	\$600.00	\$500.00	\$500.00
1.05	Silt Fence - Reinforced (incl. maintenance)	81	L.F.	\$3.00	\$243.00	\$4.57	\$370.17
1.06	Sediment Log/Gutterbuddy Inlet Protection (including maintenance)	1	Each	\$200.00	\$200.00	\$222.00	\$222.00
1.07	Permanent Seeding/Mulching	1	Lump Sum	\$1,100.00	\$1,100.00	\$485.00	\$485.00
1.08	Standard Duty Asphalt (incl. base)	485	S.Y.	\$40.00	\$19,400.00	\$36.08	\$17,498.80
1.09	Asphalt Mill & Overlay for ADA Improvements	69	S.Y.	\$40.00	\$2,760.00	\$67.75	\$4,674.75
1.10	Reinforced Concrete Sidewalk ADA Ramp (with truncated domes)	1	Each	\$1,425.00	\$1,425.00	\$735.00	\$735.00
1.11	24" Wide Concrete Curb and Gutter	239	L.F.	\$33.00	\$7,887.00	\$44.44	\$10,621.16
1.12	Striping (2 coats)	553	L.F.	\$1.20	\$663.60	\$1.40	\$774.20
1.13	Painted Accessible Symbol	2	Each	\$40.00	\$80.00	\$65.00	\$130.00
1.14	Remove & Reinstall ADA Sign	2	Each	\$90.00	\$180.00	\$142.50	\$285.00
1.15	Install New Light Pole, Base, and Fixture	2	Each	\$3,500.00	\$7,000.00	\$3,850.00	\$7,700.00
1.16	Parking Lot Light Conduit and Wiring (less than 60' from panel)	130	L.F.	\$21.50	\$2,795.00	\$27.69	\$3,599.70
1.17	Weatherproof Junction Box for Lighting	1	Lump Sum	\$550.00	\$550.00	\$90.00	\$90.00
1.18	2" Caliper Tree	5	Each	\$450.00	\$2,250.00	\$461.00	\$2,305.00
1.19	Landscaping Shrubs, Flowers, Etc.	1	Lump Sum	\$3,960.00	\$3,960.00	\$6,725.00	\$6,725.00
1.20	Mobilization and Bonds	1	Lump Sum	\$11,350.00	\$11,350.00	\$2,605.00	\$2,605.00
1.21	Traffic Control (Sidewalk Signs/Barriers)	1	Lump Sum	\$14,000.00	\$14,000.00	\$675.00	\$675.00
1.22	Bicycle Rack & Pad	1	Lump Sum	\$1,200.00	\$1,200.00	\$1,320.00	\$1,320.00
SUBTOTAL OF SITEWORK				SUBTOTAL	\$84,743.60	SUBTOTAL	\$78,907.78
DEMOLITION & PERMIT FEE							
2.01	Site Prep., Clearing, Grubbing, Stump & Tree Removal (8)	1	Lump Sum	\$7,750.00	\$7,750.00	\$1,570.00	\$1,570.00
2.02	Asphalt and Curb Removal	91	S.Y.	\$19.00	\$1,729.00	\$20.66	\$1,880.06
2.03	Concrete Wall Demolition (2" Average Height)	260	L.F.	\$12.00	\$3,120.00	\$14.04	\$3,650.40
2.04	Concrete Sidewalk Demolition	188	S.Y.	\$9.00	\$1,692.00	\$19.52	\$3,669.76
2.05	Concrete Stair Demolition	16	S.Y.	\$12.00	\$192.00	\$77.19	\$1,235.04
2.06	Brick Paver Demolition	4	S.Y.	\$9.00	\$36.00	\$26.25	\$105.00
SUBTOTAL DEMOLITION & PERMIT FEE				SUBTOTAL	\$14,519.00	SUBTOTAL	\$12,110.26
CONSTRUCTION STAKING, CERTIFICATIONS & MATERIAL TESTING							
3.01	Construction Staking	1	Lump Sum	\$1,500.00	\$1,500.00	\$2,550.00	\$2,550.00
3.02	Construction Material Testing per Project Specifications	1	Lump Sum	\$1,000.00	\$1,000.00	\$505.00	\$505.00
3.03	Site Certifications per City of Columbia (ADA & Site Lighting)	1	Lump Sum	\$1,400.00	\$1,400.00	\$160.00	\$160.00
				TOTAL	\$1,400.00	TOTAL	\$1,660.00
ADD ALTERNATE							
4.01	Remove Cypress Trees on Church Property & Replace w/a Different Tree Species	5	Each	\$495.00	\$2,475.00	\$785.00	\$3,915.00
TOTAL OF BASE BID & ALTERNATE				GRAND TOTAL	\$105,637.60	GRAND TOTAL	\$93,158.04
No Bids							
Tower Maintenance Corporation							

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Frech Paving Co.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 01-24MAR16
Parking Lot Addition at First Christian Church
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid document.

Base Bid

Sitework:	\$73,907.78
Demolition & Permit Fee:	\$12,110.26
TOTAL	\$89,233.04

Contractor agrees to complete the project by October 30, 2016. A construction start date will be established at the pre-construction meeting.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement and MUST be in writing and pre-approved by the County.

- Instructions to Bidders
- Bid Response Form
- Debarment Certification
- Work Authorization Certification
- Statement of Bidder's Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgment
- Notice to Bidders
- Insurance Requirements
- Contract Conditions
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications
- Project Manual
- Response Presentation and Review

Annual Wage Order #22
Site Drawings

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor 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 maintained on file with Boone County Facilities Maintenance Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone 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 under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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 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.

The Owner agrees to pay the Contractor for the initial order in the amount:

Eighty-Nine Thousand Two Hundred Thirty Three Dollars and Four Cents (\$89,233.04)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities, any delays in project completion and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5-3-16 at Columbia, Missouri. (Date)

CONTRACTOR:
FRECH PAVING CO.

By: [Signature]
Authorized Representative Signature

By: JIM FRECH
Authorized Representative Printed Name
Title: VICE PRESIDENT

OWNER:
BOONE COUNTY, MISSOURI

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

By: [Signature]
Boone County Counselor

ATTEST:

Wendy S. Noren my
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

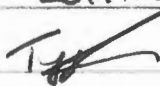
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.) 1190-71106: \$89,233.04

Jane E. Pitchford 5/4/16
Signature Date Appropriation Account

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
March 11, 2016	# 1
March 18, 2016	# 2

COMPANY NAME: Freesh Paving Co
ADDRESS: 5517 O'Neal Rd.
CITY, STATE, ZIP: Columbia, MO 65202
PHONE NUMBER: 573-474-7563
E-MAIL: Tylergm22@gmail.com
AUTHORIZED REPRESENTATIVE: Tyler Rawlings
TITLE: Estimator
SIGNATURE: 

Prompt Payment Terms. _____

Will you accept automated clearinghouse (ACH) for payment of invoices? NO

List all Sub-Contractors planned to be utilized on this project.

- Stone Concrete
- Milan Excavating
- Central MO Pavement Markings

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Material Laboratories
1113 Fay Street
Columbia, Missouri 65201

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

Telephone 573-449-2646
Facsimile 573-449-1499

SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 19-Mar-16
Project: First Christian Church (FCC) Parking Lot Improvements
Description: Parking addition (14 stalls) within the southwest corner of the FCC property
Project No.: 13040
Notes: 1. The Contractor is responsible for obtaining meter bags from City of Columbia Public Works Department, including any associated fees.

Item	Description	Quantity	Unit	Unit Price	Total
1.00	SITWORK				
1.01	Strip Topsoil (6") and Stockpile	50	C.Y.	10.80	540.00
1.02	Respread Topsoil	50	C.Y.	18.00	900.00
1.03	Soil Undercut, Off-site Disposal, Haul Off	400	C.Y.	27.88	11,152.00
1.04	Concrete Washout Pit (incl. maintenance)	1	Each	500.00	500.00
1.05	Silt Fence - Reinforced (incl. maintenance)	81	L.F.	4.57	370.17
1.06	Sediment Log/Gutterbuddy Inlet Protection (including maintenance)	1	Each	222.00	222.00
1.07	Permanent Seeding/Mulching	1	Lump Sum	485.00	485.00
1.08	Standard Duty Asphalt (incl. base)	485	S.Y.	36.08	17,498.00
1.09	Asphalt Mill & Overlay for ADA Improvements	69	S.Y.	67.75	4674.75
1.10	Reinforced Concrete Sidewalk ADA Ramp (with truncated domes)	1	Each	735.00	735.00
1.11	24" Wide Concrete Curb and Gutter	239	L.F.	44.44	10,621.16
1.12	Striping (2 coats)	553	L.F.	1.40	774.20
1.13	Painted Accesible Symbol	2	Each	65.00	130.00
1.14	Remove & Reinstall ADA Sign	2	Each	142.50	285.00
1.15	Install New Light Pole, Base, and Fixture	2	Each	3850	7700.00
1.16	Parking Lot Light Conduit and Wiring (less than 600' from panel)	130	L.F.	27.69	3599.70
1.17	Weatherproof Junction Box for Lighting	1	Lump Sum	90.00	90.00
1.18	2" Caliper Tree	5	Each	461.00	2305.00

SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 19-Mar-16
Project: First Christian Church (FCC) Parking Lot Improvements
Description: Parking addition (14 stalls) within the southwest corner of the FCC property
Project No.: 13040
Notes: 1. The Contractor is responsible for obtaining meter bags from City of Columbia Public Works Department, including any associated fees.

Item	Description	Quantity	Unit	Unit Price	Total
1.19	Landscaping Shrubs, Flowers, Etc.	1	Lump Sum	6725. ⁰⁰	6725. ⁰⁰
1.20	Mobilization and Bonds	1	Lump Sum	2605. ⁰⁰	2605. ⁰⁰
1.21	Traffic Control (Sidewalk Signs/Barriers)	1	Lump Sum	675. ⁰⁰	675. ⁰⁰
1.22	Bicycle Rack & Pad	1	Lump Sum	1320. ⁰⁰	1320. ⁰⁰
SUBTOTAL:					73,906.98

73907.⁰⁰
ml

2.00 DEMOLITION & PERMIT FEE					
2.01	Site Prep., Clearing, Grubbing, Stump & Tree Removal (8)	1	Lump Sum	1570. ⁰⁰	1570. ⁰⁰
2.02	Asphalt and Curb Removal	91	S.Y.	20. ⁶⁶	1880. ⁰⁶
2.03	Concrete Wall Demolition (2' Average Height)	260	L.F.	14. ⁰⁴	3650. ⁴⁰
2.04	Concrete Sidewalk Demolition	188	S.Y.	19. ⁵²	3669. ⁷⁶
2.05	Concrete Stair Demolition	16	S.Y.	77. ¹⁹	1235. ⁰⁴
2.06	Brick Paver Demolition	4	S.Y.	26. ²⁵	105. ⁰⁰
SUBTOTAL:					12,110.26

3.00 CONSTRUCTION STAKING, CERTIFICATIONS, & MATERIAL TESTING					
3.01	Construction Staking	1	Lump Sum	2550. ⁰⁰	2550. ⁰⁰
3.02	Construction Material Testing per Project Specifications	1	Lump Sum	505. ⁰⁰	505. ⁰⁰
3.03	Site Certifications per City of Columbia(ADA & Site Lighting)	1	Lump Sum	160. ⁰⁰	160. ⁰⁰

Total of All Base Bid Prices: ~~3275.⁰⁰~~ T.R

4.00 ADD ALTERNATE					
4.01	Remove Cypress Trees on Church Property & Replace w/ a Different Tree Species	5	Each	785. ⁰⁰	3925. ⁰⁰
SUBTOTAL:					3925.⁰⁰

Total of Base Bid & Alternate: **93,157.24**

89233.⁰⁰
mb

93158.⁰⁰

The BR Series Bike Rack

BR3, BR5, BR7, BR9, BR11 and BR13
Model numbers indicate maximum bike capacity.

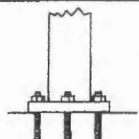
Each unit is constructed of 2.375"(6.0 cm)O.D. 2"(5.0 cm)I.D. x 0.154"(.39 cm) wall
ASTM *schedule 40* steel pipe.

All BR Series racks are 36"(91.4 cm) or an optional 42"(106.7 cm) high.

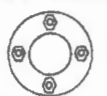
- Mounting Options (see detail)
 - Flange Mount
 - Free-Standing
 - In-Ground
- Choice of three finishes:
 - Hot Dipped Galvanized
 - Powder Coating (weather resistant Polyester TGIC, 6-8 mils thick) in an unlimited range of colors.
 - Thermoplastic Coating (10-12 mils thick) in red, black, green, blue, gray, white, yellow and brown.

MOUNTING OPTIONS

FLANGE MOUNT

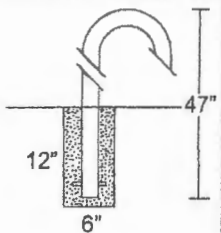


4"x1/2" anchor bolts
SIDE VIEW



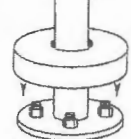
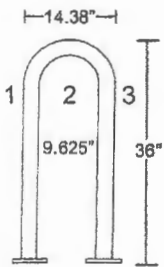
TOP VIEW

IN-GROUND MOUNT

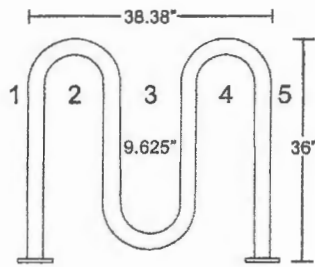


47"
12"
6"

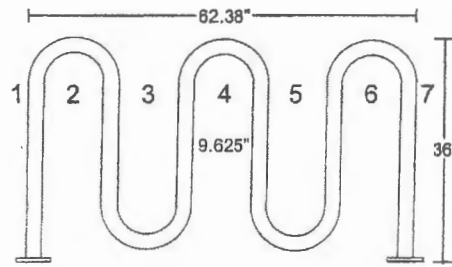
FLANGE COVERS
"The Finishing Touch"

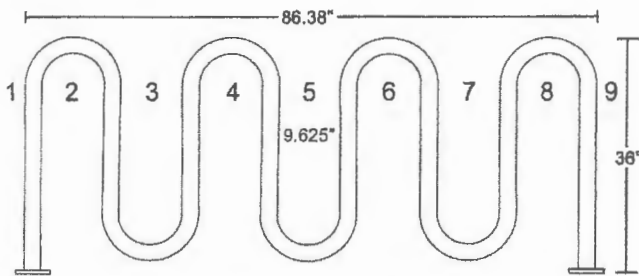
BR3 35 lbs.



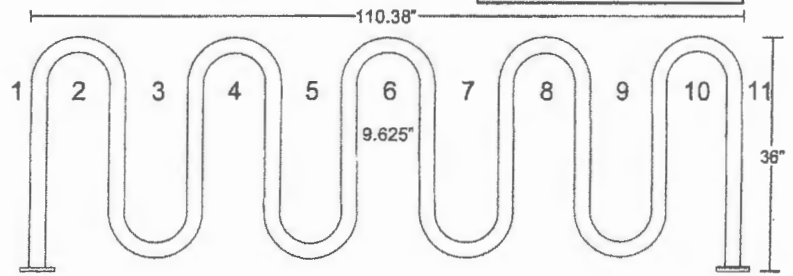
BR5 60 lbs.



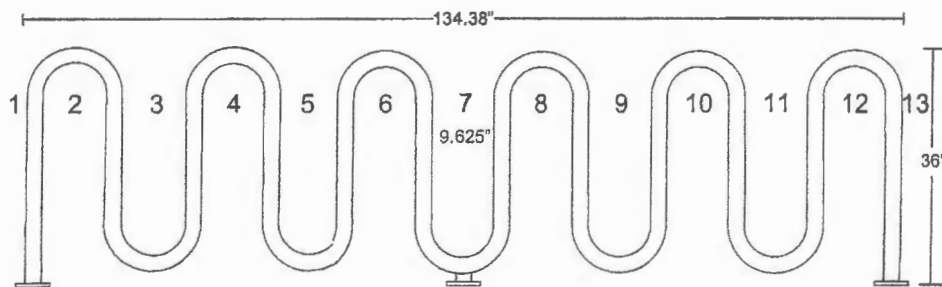
BR7 80 lbs.



BR9 120 lbs.



BR11 135 lbs.



BR13 155 lbs.

Call HUNTCO at 1.800.547.5909 or 503.224.8700 Fax HUNTCO at 503.274.2055
Visit our website at www.huntco.com or see us at www.sweets.com



***TREE LOCATION EXHIBIT
FIRST CHRISTIAN PARKING LOT IMPROVEMENTS
COLUMBIA, BOONE COUNTY, MISSOURI
MARCH 19, 2016***

Engineering Surveys and Services

1113 Fay Street, Columbia, Missouri 65201
573 - 449 - 2646 | www.ess-inc.com

Missouri Engineering Corporation # 2004005018



ES&S NO. 13040

BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ 95,000⁰⁰)

KNOW ALL MEN BY THESE PRESENTS: That we, Frech Paving Company
5517 O'Neal Rd Columbia, Mo 65202

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under
the laws of the State of Iowa and authorized to do business in the State of Missouri

_____, as Surety, are held and firmly bound unto the
Boone County Purchasing 613 E. Ash Street Columbia, Mo 65201

as obligee, in the sum of ----Five Percent (5%) of Price Bid-----

_____ DOLLARS, lawful money of the United
States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety
bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and
severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Parking Lot Extension Project 01-24Mar16

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall
give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety
or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to
the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this
bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee
shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of
the final contract.

Signed, Sealed and Dated this 23rd day of March, 20 16.

Frech Paving Company _____
Principal

By: [Signature] _____

Employers Mutual Casualty Company _____
Surety

By: [Signature] _____
Teresa Stephenson Attorney-in-Fact



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

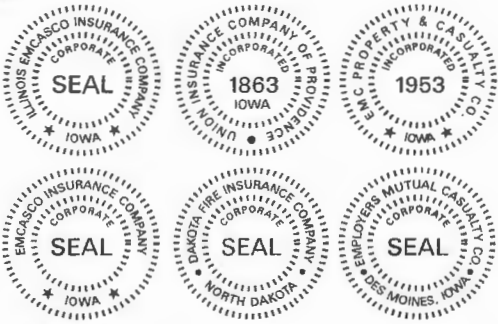
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 4th day of NOVEMBER, 2015.

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel, Assistant Vice President

On this 4th day of NOVEMBER AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on NOVEMBER 4, 2015 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of March, 2016.

[Signature] Vice President

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: ~~01-24~~ 1st Christian Church

Project No.: 01-24 MAR 16

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **City of Columbia Standard Specifications, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

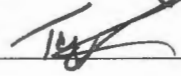
SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Frech Paving Co

By: 
(Signature)

Tyler Rawlings
(Print or Type Name)

Title: Estimator

Address: 5517 o'Neal Rd.

City, State, Zip: Columbia, MO 65202

Phone: 474-7563

Fax: 443-3618

Date: 3-23-16

(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.

JIM FRECH VICE PRESIDENT
Name and Title of Authorized Representative

 Signature 3-24-16 Date

COUNTY OF BOONE-MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of BOONE)
State of MISSOURI)ss
)

My name is JIM FRECH

I am an authorized agent of FRECH PAVING CO (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 3/24/16
Affrant Date
JIM FRECH
Printed Name

Subscribed and sworn to before me this 24th day of March, 2016.

NANCY S. SMITH
Notary Public - State of Missouri
My Commission Expires October 13, 2019
Cooper County
Commission #15794718

Nancy S Smith
Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

An Affirmative Action/Equal Opportunity Institution

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

JIM FRECH, being first duly sworn, deposes and

says that he is VICE PRESIDENT
(Title of Person Signing)

of FRECH PAVING CO
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]
By _____
By _____

Sworn to before me this 24th day of March, 20 14

NANCY S. SMITH
Notary Public - State of Missouri
My Commission Expires October 13, 2019
Cooper County
Commission #15794718

Nancy S. Smith
Notary Public

My Commission Expires 10/13/19

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual partnership LLC
 corporation, incorporated under laws of the state of Missouri
 other

Name of individual, all partners, or joint venturers:

Address of each:

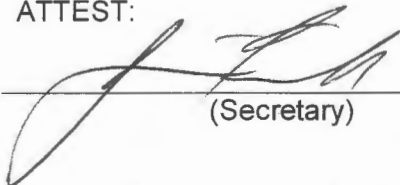
doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

Fresh Paving Co
(If a corporation - show its name above)

ATTEST:



(Secretary)

VICE PRESIDENT

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Sections 417.200 to 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Section 351.570 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Purchasing Department.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of MISSOURI

County of BOONE

On this 24 day of MARCH, 20 16

before me appeared JIM FRECH to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the VICE PRESIDENT
President or other agent

of FRECH PAVING CO; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at 3/24/16 the day and year first above written.

NANCY S. SMITH (SEAL) Nancy S. Smith Notary Public
Notary Public - State of Missouri
My Commission Expires October 13, 2019
Cooper County
Commission #15794718

My Commission expires 10/13, 20 19.



To: Boone County Purchasing

Ref: 01-24MAR16

Sub: Past Evidence of Qualifications

Dear Gentlemen,

Frech Paving Co. has been in business for 46 years with the same ownership and has a sound track record of completing asphalt and concrete jobs on time and in budget. We have performed all types of paving/ concrete work for the City of Columbia as well as the University of Missouri. The following is only a small list of projects that Frech Paving Co. has been contracted in the past to perform various asphalt paving. Please feel free to call any of the listed contacts to verify our workmanship.

- Stadium Shoppes
Value of \$200,000.00
Completion in fall of 2014
Contracted with The Kroenke Group
- Conley Road Improvements
Value of \$90,000.00
Completion in fall of 2014
Contracted through Emery Sapp & Sons
- Moberly Schools
Value of \$10,000.00
Completion in summer of 2015
Frech Paving Co is the prime contractor
- Glasgow
Value of \$145,000.00
Completion in summer of 2015
Contracted through Sam Fisher Tracks

FRECH Paving Co.

To: Boone County Purchasing

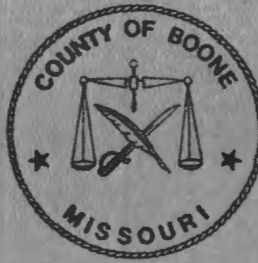
Ref: 01-24MAR16

Sub: Current Evidence of Qualifications

Dear Gentlemen,

Frech Paving Co. has been in business for 46 years with the same ownership and has a sound track record of completing asphalt and concrete jobs on time and in budget. We have performed all types of paving/ concrete work for the City of Columbia as well as the University of Missouri. The following is only a small list of projects that Frech Paving Co. has been contracted in the past to perform various asphalt paving. Please feel free to call any of the listed contacts to verify our workmanship.

- City of Columbia Public Schools- Paving Projects 2016
Value of \$235,000.00
Completion in summer of 2016
Contracted with City of Columbia
- Early Childhood Learning Center
Value of \$110,000.00
Completion in fall of 2016
Contracted through Verslues
- City of Faucet Missouri High School
Value of \$171,550.00
Completion in summer of 2016
Frech Paving Co is the prime contractor



9933B1S1008

Parking Lot Addition at First Christian Church

Bid Number: 01-24MAR16

CONSTRUCTION BID REQUEST

Contract Documents,
General Specifications,
Technical Specifications, and
Special Provisions

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner

*PROJECT MANAGER

Bob Davidson, Facilities Maintenance Manager
Boone County Annex Building
613 E. Ash Street, Room 107
Columbia, Missouri 65201
Phone: (573) 886-4401
Fax: (573) 886-4402
E-mail: bdavidson@boonecountymo.org

BOONE COUNTY PURCHASING

Cheli Haley, Buyer
Boone County Purchasing
613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: chaley@boonecountymo.org

ENGINEER OF RECORD



Matthew A. Kriete, P.E.

Professional Engineer
MO Lic. # PE - 2007002811
Matthew A. Kriete, P.E.
Engineering Surveys and Services
MO Engineering Corp. # 2004005018
1113 Fay Street
Columbia, MO 65201
Phone: (573) 449-2646
Fax: (573) 499-1499
E-mail: mkriete@ess-inc.com

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PURCHASING DIRECTOR AND PROFESSIONAL ENGINEER**

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
Analytical and Materials Laboratories

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Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

March 18, 2016

ADDENDUM #2 (Sheet 1 of 5) to **FIRST CHRISTIAN CHURCH PARKING LOT ADDITION In Columbia, Missouri**

Contract Documents for the above noted project and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

This Addendum forms a part of the Contract documents. It supplements and modifies them as follows:

1) RESPONSE TO QUESTIONS FOLLOWING PRE-BID MEETING:

- a. The light pole bases have been detailed in Addendum #1.
- b. The Contractor shall be responsible for providing the Site Lighting Certification for the project. The certification shall be conducted per the requirements of the City of Columbia.
- c. The Contractor shall be responsible for providing all construction staking and material testing for the project, in accordance with the Project Specifications.
- d. The concrete pad for the bike rack shall follow the construction sidewalk detail, provided on Sheet 3.01 of the Civil Plans. The bicycle rack shall be a galvanized Huntco BR5 bicycle rack (See attached specification), or approved equal.
- e. The trees specified within the alternate (5), are located at the northeast corner of the Church property. The locations have been specified within the attached document (See Tree Locations Exhibit). Please note that the amount of trees to be removed may change, therefore the "per each" unit cost provided within the bid response shall represent any Locust tree at the site.

2) BID RESPONSE (SECTION 4):

- a. A revised Bid Form has been included to incorporate items noted above. The new Bid Form, dated March 19, 2016, shall be included in Section 4 of Project Documents. The previous Bid Form, dated March 10, 2016, shall be removed from the Project Documents.

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Material Laboratories

1113 Fay Street

Columbia, Missouri 65201

Telephone 573-449-2646

Facsimile 573-449-1499

E-Mail ess@ESS-Inc.com

<http://www.ESS-Inc.com>

SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 19-Mar-16
Project: First Christian Church (FCC) Parking Lot Improvements
Description: Parking addition (14 stalls) within the southwest corner of the FCC property
Project No.: 13040
Notes: 1. The Contractor is responsible for obtaining meter bags from City of Columbia Public Works Department, including any associated fees.

Item	Description	Quantity	Unit	Unit Price	Total
1.00	SITWORK				
1.01	Strip Topsoil (6") and Stockpile	50	C.Y.		
1.02	Respread Topsoil	50	C.Y.		
1.03	Soil Undercut, Off-site Disposal, Haul Off	400	C.Y.		
1.04	Concrete Washout Pit (incl. maintenance)	1	Each		
1.05	Silt Fence - Reinforced (incl. maintenance)	81	L.F.		
1.06	Sediment Log/Gutterbuddy Inlet Protection (including maintenance)	1	Each		
1.07	Permanent Seeding/Mulching	1	Lump Sum		
1.08	Standard Duty Asphalt (incl. base)	485	S.Y.		
1.09	Asphalt Mill & Overlay for ADA Improvements	69	S.Y.		
1.10	Reinforced Concrete Sidewalk ADA Ramp (with truncated domes)	1	Each		
1.11	24" Wide Concrete Curb and Gutter	239	L.F.		
1.12	Striping (2 coats)	553	L.F.		
1.13	Painted Accesible Symbol	2	Each		
1.14	Remove & Reinstall ADA Sign	2	Each		
1.15	Install New Light Pole, Base, and Fixture	2	Each		
1.16	Parking Lot Light Conduit and Wiring (less than 600' from panel)	130	L.F.		
1.17	Weatherproof Junction Box for Lighting	1	Lump Sum		
1.18	2" Caliper Tree	5	Each		

SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 19-Mar-16

Project: First Christian Church (FCC) Parking Lot Improvements

Description: Parking addition (14 stalls) within the southwest corner of the FCC property

Project No.: 13040

Notes: 1. The Contractor is responsible for obtaining meter bags from City of Columbia Public Works Department, including any associated fees.

Item	Description	Quantity	Unit	Unit Price	Total
1.19	Landscaping Shrubs, Flowers, Etc.	1	Lump Sum		
1.20	Mobilization and Bonds	1	Lump Sum		
1.21	Traffic Control (Sidewalk Signs/Barriers)	1	Lump Sum		
1.22	Bicycle Rack & Pad	1	Lump Sum		
SUBTOTAL:					
2.00	DEMOLITION & PERMIT FEE				
2.01	Site Prep., Clearing, Grubbing, Stump & Tree Removal (8)	1	Lump Sum		
2.02	Asphalt and Curb Removal	91	S.Y.		
2.03	Concrete Wall Demolition (2' Average Height)	260	L.F.		
2.04	Concrete Sidewalk Demolition	188	S.Y.		
2.05	Concrete Stair Demolition	16	S.Y.		
2.06	Brick Paver Demolition	4	S.Y.		
SUBTOTAL:					
3.00	CONSTRUCTION STAKING, CERTIFICATIONS, & MATERIAL TESTING				
3.01	Construction Staking	1	Lump Sum		
3.02	Construction Material Testing per Project Specifications	1	Lump Sum		
3.03	Site Certifications per City of Columbia(ADA & Site Lighting)	1	Lump Sum		
Total of All Base Bid Prices:					
4.00	ADD ALTERNATE				
4.01	Remove Cypress Trees on Church Property & Replace w/ a Different Tree Species	5	Each		
SUBTOTAL:					
Total of Base Bid & Alternate:					

The BR Series Bike Rack

BR3, BR5, BR7, BR9, BR11 and BR13
Model numbers indicate maximum bike capacity.

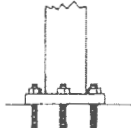
Each unit is constructed of 2.375" (6.0 cm) O.D. 2" (5.0 cm) I.D. x 0.154" (.39 cm) wall ASTM *schedule 40* steel pipe.

All BR Series racks are 36" (91.4 cm) or an optional 42" (106.7 cm) high.


- Mounting Options (see detail)
 - Flange Mount
 - Free-Standing
 - In-Ground
- Choice of three finishes:
 - Hot Dipped Galvanized
 - Powder Coating (weather resistant Polyester TGIC, 6-8 mils thick) in an unlimited range of colors.
 - Thermoplastic Coating (10-12 mils thick) in red, black, green, blue, gray, white, yellow and brown.

MOUNTING OPTIONS

FLANGE MOUNT

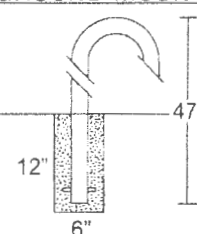


4"x1/2" anchor bolts
SIDE VIEW



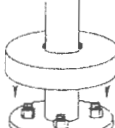
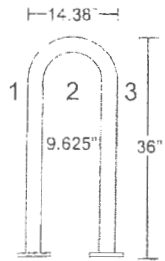
TOP VIEW

IN-GROUND MOUNT

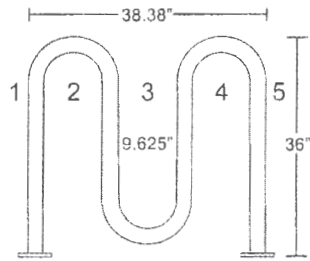


12"
6"

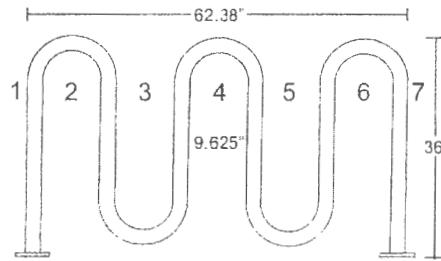
FLANGE COVERS
"The Finishing Touch"

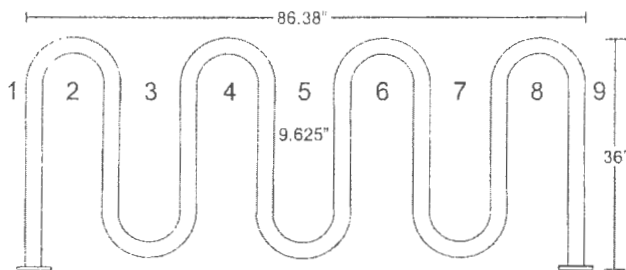
BR3 35 lbs.



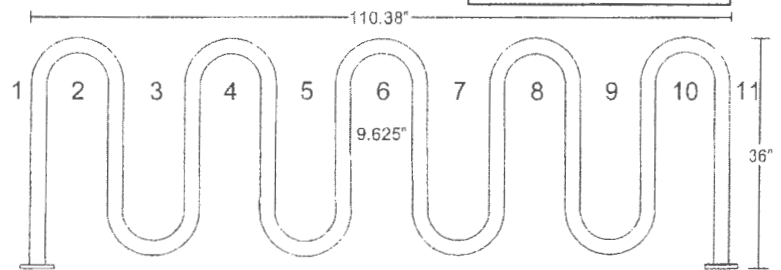
BR5 60 lbs.



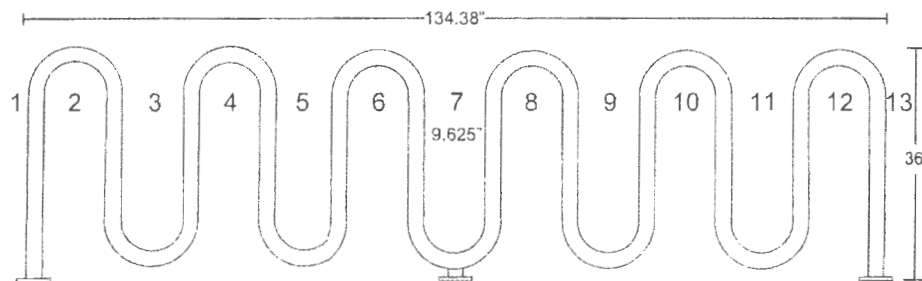
BR7 80 lbs.



BR9 120 lbs.



BR11 135 lbs.



BR13 155 lbs.



***TREE LOCATION EXHIBIT
FIRST CHRISTIAN PARKING LOT IMPROVEMENTS
COLUMBIA, BOONE COUNTY, MISSOURI
MARCH 19, 2016***

Engineering Surveys and Services

1113 Fay Street, Columbia, Missouri 65201
573 - 449 - 2646 | www.ess-inc.com

Missouri Engineering Corporation # 2004005018



ES&S NO. 13040

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail essc@ESS-Inc.com
<http://www.ESS-Inc.com>

March 11, 2016

ADDENDUM #1

(Sheet 1 of 5)

to

FIRST CHRISTIAN CHURCH PARKING LOT ADDITION In Columbia, Missouri

Contract Documents for the above noted project and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

This Addendum forms a part of the Contract documents. It supplements and modifies them as follows:

1) PRE-BID MEETING DISCUSSION:

- a. The existing striping within the asphalt parking lot needs to be removed per the Demolition Plan, Sheet C1.01. The existing striping needs to be stripped or ground down with mechanical equipment; painting over the existing striping with black paint is not acceptable.
- b. If the Owner decides to move forward with Alternate #1, the Cypress trees shall be replaced with a tree of similar classification. This item is further detailed within the Special Conditions.
- c. The Contractor shall include an allowance in their bid to cover the ADA Certification per City of Columbia requirements. The Special Inspections are the responsibility of the Contractor.
- d. The pre-construction condition of the site shall be documented by the Contractor per the Project Specifications. Copies of the documentation (videos, photographs) shall be submitted to the Owner, prior to mobilization.
- e. The Contractor is solely responsible for jobsite safety, per the Project Documents. This includes providing any screening to protect the adjacent childcare area. We recommend the use of the screening during any chipping or demolition activities.
- f. Due to the condition of the existing asphalt parking lot, paving fabric is required for all newly paved areas, including the milled and overlay sections of pavement. The fabric will reduce reflective and fatigue cracking in the future, thereby increasing the service life of the pavement.

Other Offices

Jefferson City, Missouri • Sedalia, Missouri

ADDENDUM #1

(Sheet 2 of 5)

to

**FIRST CHRISTIAN CHURCH
PARKING LOT ADDITION
In Columbia, Missouri**

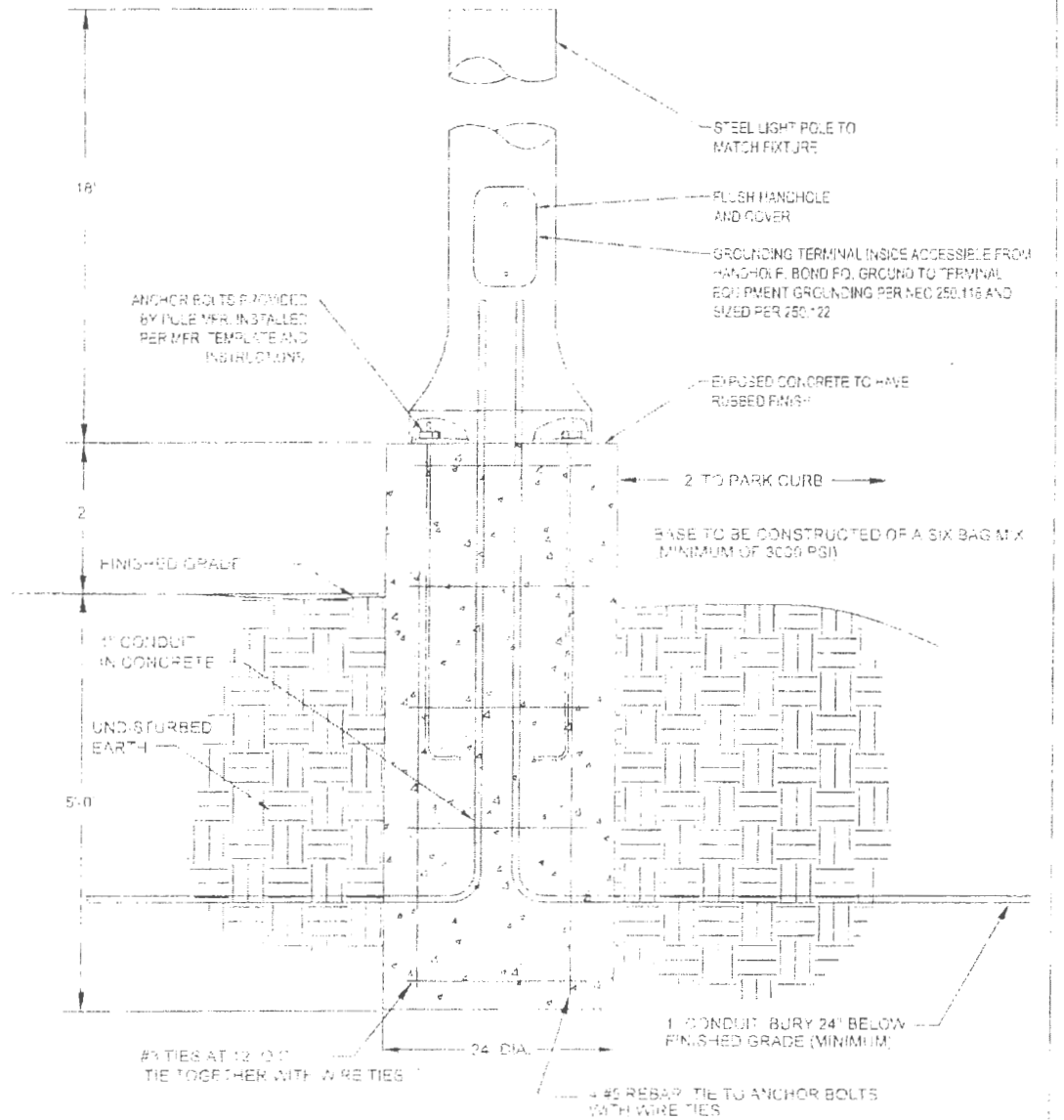
2) LIGHTING PLAN (SHEET MEP2):

- a. Addendum #1 for Sheet MEP 2 has been included to clarify questions pertaining to the light poles and pole bases. New Lithonia SSS-18-4C poles will be required for the project. The existing poles shall be salvaged and stored on-site per the Owner.

3) BID RESPONSE (SECTION 4):

- a. A revised Bid Form has been included to incorporate the new light poles required for the project. The new Bid Form, dated March 10, 2016, shall be included in Section 4 of Project Documents. The previous Bid Form, dated February 19, 2016, shall be removed from the Project Documents.
- b. The City of Columbia has waived the \$200 land disturbance fee for the project; therefore it has been removed from the Bid Tab. The awarded Contractor is responsible for picking up the permit from the City of Columbia Community Development department.
- c. The Contractor is responsible for obtaining meter bags from the City of Columbia Public Works department, including any associated fees.

ADD DETAIL:



TYPICAL LIGHT POLE DETAIL

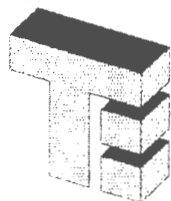
NOT TO SCALE

#2 REPLACE REMARKS IN LIGHTING SCHEDULE:

REMARKS
POLE, LITHONIA SSS-18-40. FIXTURE AND POLE COLOR SHALL BE SELECTED FROM MANUFACTURER'S STANDARD COLORS. CLOSEST TO EXISTING POLE COLOR

#3 REPLACE KEY NOTE 1:

- ① EXISTING LIGHT POLE LOCATION. DEMO POLE AND FIXTURE.



TIMBERLAKE ENGINEERING, P.C.

Mark B. Timberlake P.E.

1100 EAST WALNUT
COLUMBIA, MO 65201
(573) 876-4365

FIRST CHRISTIAN CHURCH
PARKING LOT LIGHTING

ADDENDUM #1:

- * ADD DETAIL FOR POLE/BASE
- * SPECIFY NEW POLES
- * DEMO EXISTING POLES

DATE	3/16/09	CLARIFICATION TO SHEET(S): MEP2
DRAWN BY	RMS	
PROJECT NO	14454	
SCALE	AS NOTED	

Engineering Surveys and Services
 Consulting Engineers, Geologists, and Land Surveyors
 Analytical and Material Laboratories
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 Columbia, Missouri 65201

Telephone 573-449-2646
 Facsimile 573-449-1499

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<http://www.ESS-Inc.com>

SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 10-Mar-16
Project: First Christian Church (FCC) Parking Lot Improvements
Description: Parking addition (14 stalls) within the southwest corner of the FCC property
Project No.: 13040
Notes: 1. The Contractor is responsible for obtaining meter bags from City of Columbia Public Works Department, including any associated fees.

Item	Description	Quantity	Unit	Unit Price	Total
1.00	SITWORK				
1.01	Strip Topsoil (6") and Stockpile	50	C.Y.		
1.02	Respread Topsoil	50	C.Y.		
1.03	Soil Undercut, Off-site Disposal, Haul Off	400	C.Y.		
1.04	Concrete Washout Pit (incl. maintenance)	1	Each		
1.05	Silt Fence - Reinforced (incl. maintenance)	81	L.F.		
1.06	Sediment Log/Gutterbuddy Inlet Protection (including maintenance)	1	Each		
1.07	Permanent Seeding/Mulching	1	Lump Sum		
1.08	Standard Duty Asphalt (incl. base)	485	S.Y.		
1.09	Asphalt Mill & Overlay for ADA Improvements	69	S.Y.		
1.10	Reinforced Concrete Sidewalk ADA Ramp (with truncated domes)	1	Each		
1.11	24" Wide Concrete Curb and Gutter	239	L.F.		
1.12	Striping (2 coats)	553	L.F.		
1.13	Painted Accesible Symbol	2	Each		
1.14	Remove & Reinstall ADA Sign	2	Each		
1.15	Install New Light Pole, Base, and Fixture	2	Each		
1.16	Parking Lot Light Conduit and Wiring (less than 600' from panel)	130	L.F.		
1.17	Weatherproof Junction Box for Lighting	1	Lump Sum		
1.18	2" Caliper Tree	5	Each		

SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 10-Mar-16
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Item	Description	Quantity	Unit	Unit Price	Total
1.19	Landscaping Shrubs, Flowers, Etc.	1	Lump Sum		
1.20	Mobilization and Bonds	1	Lump Sum		
1.21	Traffic Control (Sidewalk Signs/Barriers)	1	Lump Sum		
SUBTOTAL:					

2.00 DEMOLITION & PERMIT FEE					
2.01	Site Prep., Clearing, Grubbing, Stump & Tree Removal (8)	1	Lump Sum		
2.02	Asphalt and Curb Removal	91	S.Y.		
2.03	Concrete Wall Demolition (2' Average Height)	260	L.F.		
2.04	Concrete Sidewalk Demolition	188	S.Y.		
2.05	Concrete Stair Demolition	16	S.Y.		
2.06	Brick Paver Demolition	4	S.Y.		
SUBTOTAL:					

Total of All Base Bid Prices:

3.00 ADD ALTERNATE					
3.01	Remove Cypress Trees on Church Property & Replace w/ a Different Tree Species	5	Each		
SUBTOTAL:					

Total of Base Bid & Alternate:

Engineering Surveys and Services

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Columbia, Missouri 65201

Telephone 573-449-2646
Facsimile 573-449-1499

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SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 19-Feb-16
Project: First Christian Church (FCC) Parking Lot Improvements
Description: Parking addition (14 stalls) within the southwest corner of the FCC property
Project No.: 13040
Notes: 1. The Contractor is responsible for submitting the land disturbance permit fee to the City (\$200).

Item	Description	Quantity	Unit	Unit Price	Total
1.00	SITWORK				
1.01	Strip Topsoil (6") and Stockpile	50	C.Y.		
1.02	Respread Topsoil	50	C.Y.		
1.03	Soil Undercut, Off-site Disposal, Haul Off	400	C.Y.		
1.04	Concrete Washout Pit (incl. maintenance)	1	Each		
1.05	Silt Fence - Reinforced (incl. maintenance)	81	L.F.		
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1.18	2" Caliper Tree	5	Each		

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Project: First Christian Church (FCC) Parking Lot Improvements
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Project No.: 13040
Notes: 1. The Contractor is responsible for submitting the land disturbance permit fee to the City (\$200).

Item	Description	Quantity	Unit	Unit Price	Total
1.19	Landscaping Shrubs, Flowers, Etc.	1	Lump Sum		
1.20	Mobilization and Bonds	1	Lump Sum		
1.21	Traffic Control (Sidewalk Signs/Barriers)	1	Lump Sum		
SUBTOTAL:					

2.00 DEMOLITION & PERMIT FEE					
2.01	Site Prep., Clearing, Grubbing, Stump & Tree Removal (8)	1	Lump Sum		
2.02	Asphalt and Curb Removal	91	S.Y.		
2.03	Concrete Wall Demolition (2' Average Height)	260	L.F.		
2.04	Concrete Sidewalk Demolition	188	S.Y.		
2.05	Concrete Stair Demolition	16	S.Y.		
2.06	Brick Paver Demolition	4	S.Y.		
2.07	City Land Disturbance Permit Fee	1	N/A		
SUBTOTAL:					

Total of All Base Bid Prices:

3.00 ADD ALTERNATE					
3.01	Remove Cypress Trees on Church Property & Replace w/ a Different Tree Species	5	Each		
SUBTOTAL:					

Total of Base Bid & Alternate:

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

E-MAIL _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices? _____

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract 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.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BONDS: If Bidder's bid response is \$50,000 or greater, the following bonds are required:

Performance Bond and Labor and Material Payment Bond: Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract 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.

Bid Bond: A Bid Bond or Certified Check made payable to Boone County, in the amount of 5% of the Base Bid shall accompany the proposal response as a guarantee that the Offeror, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Respondent shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Respondent shall excuse the Respondent or entitle the Respondent to a return of the deposit or Bid Bond.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **City of Columbia Standard Specifications, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

(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.

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual partnership LLC
 corporation, incorporated under laws of the state of _____
 other

Name of individual, all partners, or joint
venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Sections 417.200 to 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Section 351.570 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Purchasing Department.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

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***For the successful awarded Contractor, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein if Bid Response is \$50,000 or greater.**

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

Parking Lot Addition at First Christian Church

Bid Number:

01-24MAR16

Scope of Project Construction:

The project includes the construction of an asphalt parking lot with associated walks, utilities, and site landscaping. The parking lot addition will require the removal of an existing park.

Pre-Bid Conference:

A pre-bid conference has been scheduled for **March 9, 2016 at 11:00 a.m.** in the Boone County Annex Building, Conference Room, 613 E. Ash Street, Columbia, MO 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **STRONGLY ENCOURAGED** to attend. A site visit will immediately follow at the First Christian Church, 101 N. 10th Street, Columbia, MO 65201.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on March 18, 2016.** **Technical questions should be directed to the Purchasing Director AND Professional Engineer.**

Bids Accepted Until:

Sealed bids will be accepted until **1:00 p.m. on March 24, 2016 at the Boone County Annex Building, Purchasing Department, 613 East Ash Street, Room 110, Columbia, Missouri 65201.** Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after 1:30 p.m. on March 24, 2016 in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut Street, Columbia, Missouri 65201.

Contract Time:

A construction start date will be established at the Contractor's discretion, with the knowledge the project shall be completed by October 30, 2016. The Contractor shall coordinate with the County to establish a date for the Pre-Construction meeting, which is to be held a minimum of 5 business days prior to the anticipated start date. The Notice to Proceed shall be issued following the Pre-Construction meeting. Work shall be continuous following mobilization. Work shall be completed within 60 calendar days following the date in which the Contractor begins to mobilize at the site. Please note that four rain days have been built into this timeline.

Liquidated Damages:

Liquidated damages in the amount of \$250/day will be assessed for all calendar days exceeding October 30, 2016.

Anticipated Notice To Proceed Date:

On or about April 19, 2016. The Contractor acknowledges that this is an estimated date and is subject to change.

Seeding and Erosion Control Performance Bond Amount:

None Required.

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone (573) 446-7768. Paper copies are available for a non-refundable fee of \$30 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, time required for completion, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

City of Columbia Standard Specifications:

Street, Storm Sewer, and Sanitary Sewer Specifications and Standards, Dated January 2012 or Current Edition.

MoDOT Standard Specifications:

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors

Analytical and Material Laboratories

1113 Fay Street

Columbia, Missouri 65201

Telephone 573-449-2646

Facsimile 573-449-1499

E-Mail ess@ESS-Inc.com

<http://www.ESS-Inc.com>

SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 19-Feb-16
Project: First Christian Church (FCC) Parking Lot Improvements
Description: Parking addition (14 stalls) within the southwest corner of the FCC property
Project No.: 13040
Notes: 1. The Contractor is responsible for submitting the land disturbance permit fee to the City (\$200).

Item	Description	Quantity	Unit	Unit Price	Total
1.00	SITWORK				
1.01	Strip Topsoil (6") and Stockpile	50	C.Y.		
1.02	Respread Topsoil	50	C.Y.		
1.03	Soil Undercut, Off-site Disposal, Haul Off	400	C.Y.		
1.04	Concrete Washout Pit (incl. maintenance)	1	Each		
1.05	Silt Fence - Reinforced (incl. maintenance)	81	L.F.		
1.06	Sediment Log/Gutterbuddy Inlet Protection (including maintenance)	1	Each		
1.07	Permanent Seeding/Mulching	1	Lump Sum		
1.08	Standard Duty Asphalt (incl. base)	485	S.Y.		
1.09	Asphalt Mill & Overlay for ADA Improvements	69	S.Y.		
1.10	Reinforced Concrete Sidewalk ADA Ramp (with truncated domes)	1	Each		
1.11	24" Wide Concrete Curb and Gutter	239	L.F.		
1.12	Striping (2 coats)	553	L.F.		
1.13	Painted Accesible Symbol	2	Each		
1.14	Remove & Reinstall ADA Sign	2	Each		
1.15	New Light Fixtures (Reinstall Existing Light Poles)	2	Each		
1.16	Parking Lot Light Conduit and Wiring (less than 600' from panel)	130	L.F.		
1.17	Weatherproof Junction Box for Lighting	1	Lump Sum		
1.18	2" Caliper Tree	5	Each		

SITE WORK BID FORM

Date: December 21, 2015 **Revised Date:** 19-Feb-16
Project: First Christian Church (FCC) Parking Lot Improvements
Description: Parking addition (14 stalls) within the southwest corner of the FCC property
Project No.: 13040
Notes: 1. The Contractor is responsible for submitting the land disturbance permit fee to the City (\$200).

Item	Description	Quantity	Unit	Unit Price	Total
1.19	Landscaping Shrubs, Flowers, Etc.	1	Lump Sum		
1.20	Mobilization and Bonds	1	Lump Sum		
1.21	Traffic Control (Sidewalk Signs/Barriers)	1	Lump Sum		
SUBTOTAL:					

2.00 DEMOLITION & PERMIT FEE					
2.01	Site Prep., Clearing, Grubbing, Stump & Tree Removal (8)	1	Lump Sum		
2.02	Asphalt and Curb Removal	91	S.Y.		
2.03	Concrete Wall Demolition (2' Average Height)	260	L.F.		
2.04	Concrete Sidewalk Demolition	188	S.Y.		
2.05	Concrete Stair Demolition	16	S.Y.		
2.06	Brick Paver Demolition	4	S.Y.		
2.07	City Land Disturbance Permit Fee	1	N/A		
SUBTOTAL:					

Total of All Base Bid Prices:

3.00 ADD ALTERNATE					
3.01	Remove Cypress Trees on Church Property & Replace w/ a Different Tree Species	5	Each		
SUBTOTAL:					

Total of Base Bid & Alternate:

INSURANCE REQUIREMENTS

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

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor 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 subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor 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 provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: 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 providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Facilities Maintenance Department.

"Engineer" shall mean the Director/ Manager or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

- (1) Progress payments will be made to the Contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the Contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the Contractor the amount due, less a retainage within thirty days following the latter of the following:
 - a. The date of delivery of materials or construction services purchased;
 - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
 - c. If those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County.
- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.
- (3) If, in the discretion of the County and the project architect or engineer and the Contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be

released prior to substantial completion of the public works contract without risk to the County, the Contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the Contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.

- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the Contractor. The Contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the Contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the Contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a Contractor receives any payment, the Contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the Contractor receives less than the full payment due under the County contract, the Contractor shall be obligated to disburse on a pro rata basis those funds received, with the Contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When , however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers invoiced shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the Contractor, subcontractor, or supplier invoiced as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the Contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the Contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain.
- (8) Final Payment: The County will make final payment of all moneys owed to the Contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by

law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:

- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
- b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
- c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another Contractor.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

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

County of _____)
)ss
 State of _____)

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:_____

 Affiant 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

**BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By

(Signature)

(Title)

State of _____

County of _____ ss.

Subscribed and sworn to before me this _____ day of

_____, 20____, at _____

Notary Public

(SEAL)

My Commission expires _____, 20_____

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **City of Columbia Standard Specifications** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **City of Columbia Standard Specifications** and the **MoDOT Standard Specifications**, the **City of Columbia Standard Specifications** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

A. Owner: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

B. Commission: Shall mean the Boone County Commission.

C. Engineer: Shall mean the Professional Engineer of Engineering Surveys and Services acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsive, responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK

4.1. Project Scope. The Contractor is responsible for constructing the project in compliance with the project plans and specifications. The Contractor is also responsible for obtaining all required developments permits from the City of Columbia, which includes any associated fees.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Contractor shall submit payment applications (spreadsheet format) to the Engineer on or about the 1st and the 15th of each month. The Engineer will review the applications per the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted the percentage as provided in the Payments section of the Contract Conditions. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

-
- b. Written consent of the surety to such payment;
 - c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 - d. Any other documents which may be required by the contract or the Engineer.

9.13.2. Each Contractor and subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

11.2. The Contractor and all subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, a payroll shall be sent with \$0.00.

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.

f. All checking by the County will be made in red pencil and initialed by the checker.

g. Final payroll will be marked "Final" or "Last Payroll".

h. A record of all payrolls will be maintained by the County.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor's and subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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.

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor 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 Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor 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 Contractor 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 Contractor 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 Contractor.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

CERTIFICATION PAGE

Project Title **First Christian Church Parking Lot Improvements
Columbia, Missouri**

The following drawings and specifications have been prepared by me or under my direct supervision:

Drawings:		Specifications:	
C0.01	Cover	1000	Site Clearing
C1.01	Demolition, Site, Erosion Control Plan	2000	Earth Moving
C2.01	Grading, Drainage, Landscape Plan	1216	Asphalt Paving
C3.01	Details	1313	Concrete Paving
		9200	Turf and Grasses

Matthew A. Kriete, P.E.
Registered Professional Engineer
Name and license: PE-2007002811

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS ABOVE ASSUMES RESPONSIBILITY IN THESE DOCUMENTS ONLY FOR WHAT IS LISTED ABOVE AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE SIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT. THIS RESPONSIBILITY APPLIES TO ALL DOCUMENTS LISTED ABOVE AND ANY ADDENDA ISSUED TO THE ABOVE.

First Christian Church Parking Lot Improvements
Technical Specifications

CERTIFICATION - CIVIL

SECTION 31 1000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. City of Columbia Street and Storm Sewer Specifications and Standards.

1.2 SUMMARY

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, and removing site utilities, and abandoning site utilities in place.
 - 7. Temporary erosion- and sedimentation-control measures.
- B. Related Sections:
 - 1. Division 01 Section "Execution" for field engineering and surveying.
 - 2. Division 02 Section "Structure Demolition" for demolition of structures and site improvements.

1.3 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- D. Tree Protection Barrier: Area surrounding individual trees or groups of trees to be protected during construction as indicated on Drawings and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for materials indicated to remain the Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
- C. Utility Locator Service: Notify Missouri One Call for area where project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and tree-protection measures are in place.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain as shown on Plans. Contractor shall verify that employees are aware of and understand where vegetation is to be protected.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by the Engineer.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Excavate for and remove underground utilities indicated to be removed.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 3. Chip removed tree branches and stockpile in areas approved by Owner.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
1. Limit height of topsoil stockpiles to 144 inches.
 2. Do not stockpile topsoil within protection zones.
 3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, walls, steps, paving, curbs, gutters, and aggregate base as indicated.
1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 1005

SECTION 31 2000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Preparing subgrades for walks, pavements, turf and grasses, and plants.
2. Excavating and backfilling for structures.
3. Base course for concrete walks and pavements.
4. Base course and base course for asphalt paving.
5. Subsurface drainage backfill for walls and trenches.
6. Excavating and backfilling trenches for utilities and pits for buried utility structures.

- B. Related Sections:

1. Division 01 Section "Construction Progress Documentation" for recording preexcavation and earth moving progress.
2. Divisions 21, 22, 23, 26, and 33 Sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.
3. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subgrade and a cement concrete or hot-mix asphalt pavement, or a cement concrete or hot-mix asphalt walk.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

- F. Fill: Soil materials used to raise existing grades.
- G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below base, drainage fill, drainage course, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Warning tapes.
- B. Samples for Verification: For the following products, in sizes indicated below:
 - 1. Warning Tape: 12 inches long; of each color.
- C. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698.
- D. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify "Missouri One Call" for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 31 Section "Site Clearing," are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GM, GC, SC, and CL according to ASTM D 2487; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Soils that classify as CH should be analyzed and approved by the Geotechnical Engineer prior to their importation and only used outside the building pad at depths below the upper 2 feet of subgrade. Subject to final design requirements for wall backfill, suitable imported materials for wall and trench backfill are those that classify as GW, GP, GM, GC, SM, SW, SP, SC, and CL according to ASTM D2487.
- C. Unsatisfactory Soils: Soil Classification Groups ML, OL, MH, OH, and PT according to ASTM D 2487.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within -2 to +4 percent of optimum moisture content at time of compaction.
- D. Base Course: Base material shall be Type 1 that meets the MoDOT requirements of Section 1007 of the current Missouri Standards for Highway Construction.
- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2 inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

2.2 GEOTEXTILES

- A. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
 - 3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
 - 4. Tear Strength: 90 lbf; ASTM D 4533.
 - 5. Puncture Strength: 90 lbf; ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 ACCESSORIES

Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:

- a. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: 6 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.8 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
 3. All proof-rolls shall be observed by a qualified Geotechnical Engineer.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing trash and debris.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- E. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 5 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material to grades to bottom of topsoil layer. Achieve finished grade by placing 6 inch thick topsoil layer within grass and planted areas. Topsoil shall consist of a fertile, friable soil of loamy character, free of

sub-soil, clay, hard clods, stones, pebbles and other similar material. Topsoil shall contain a normal amount of natural humus and be reasonably free of roots, sand, noxious weed seeds, sticks, brush and other litter. The topsoil shall be obtained from well-drained, arable land, and be of an even texture so that all the soil will pass a 1/2 inch screen. The topsoil shall not be infested with nematodes or with any other noxious animal life or toxic substances.

2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within -2 to +4 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 4 percent and is too wet to compact to specified dry unit weight.
3. Water otherwise satisfactory soil material that is less than optimum moisture content by more than 2 percent and is too dry to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under structures, building slabs, steps, pavements, and walkways compact each layer of backfill or fill soil material at 95 percent.
2. Under turf or unpaved areas compact each layer of backfill or fill soil material at 85 percent.
3. For utility trenches, compact each layer of soil material at 95 percent.

3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.

2. Walks: Plus or minus 1/2 inch.
3. Pavements. Plus or minus 1/2 inch.

3.16 BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and base course under pavements and walks as follows:
 1. Shape base course to required crown elevations and cross-slope grades.
 2. Place base course 6 inches or less in compacted thickness in a single layer.
 3. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 4. Compact base course at less than 4 percent optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
- C. Pavement Shoulders: Place shoulders along edges of base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.17 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 6938 (Nuclear Methods) or ASTM D 1556 (Sand Cone Methods), as applicable. Tests will be performed at the following locations and frequencies:
 1. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
 2. Paved areas, sidewalks, and other potential structural areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 10,000 sq. ft. or less of paved area, sidewalks, or other potential structural areas, but in no case fewer than three tests per lift.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Transport surplus satisfactory soil to offsite disposal areas.
1. Remove waste materials, trash, and debris, and legally dispose of them off Owner's property.
 2. Move unsatisfactory soil to offsite disposal areas.

END OF SECTION 31 2000

- F. Material Test Reports: For each paving material.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by City of Columbia or the Missouri Department of Transportation.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the City of Columbia for asphalt paving work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Prime Coat: Minimum surface temperature of 60 deg F.
 - 2. Tack Coat: Minimum surface temperature of 60 deg F.
 - 3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
 - 4. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320 or AASHTO MP 1a.
- B. Asphalt Cement: ASTM D 3381 for viscosity-graded material, ASTM D 946 for penetration-graded material.
- C. Prime Coat: Asphalt emulsion prime coat complying with City of Columbia requirements.
- D. Water: Potable.
- E. Undersealing Asphalt: ASTM D 3141, pumping consistency.

2.3 AUXILIARY MATERIALS

- A. Sand: ASTM D 1073, Grade Nos. 2 or 3.
- B. Paving Geotextile: AASHTO M 288, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
- C. Joint Sealant: ASTM D 6690, Type I, hot-applied, single-component, polymer-modified bituminous sealant.
- D. Pavement-Marking Paint: MPI #97 Latex Traffic Marking Paint, or approved equal.
1. Color: As indicated within the Civil Plans.
- E. Glass Beads: AASHTO M 247, Type 1.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by the City of Columbia and complying with the following requirements:
1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 2. Base Course: Per City of Columbia requirements.
 3. Surface Course: Per City of Columbia requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.

- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by the Engineer, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.35 gal./sq. yd. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.

3.3 PAVING GEOTEXTILE INSTALLATION

- A. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints and transverse joints per the manufacturer's instructions.
 - 1. Protect paving geotextile from traffic and other damage and place hot-mix asphalt paving overlay the same day.

3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt surface course in single lift.
 - 2. Spread mix at minimum temperature of 250 deg F.
 - 3. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.

- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using "bulkhead" method according to AI MS-22.
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated grade and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent nor greater than 100 percent.
 - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

- E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, obtain Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate as recommended by manufacturer, but not less than 8 lb/1000 sq. ft. (3.6 kg/92.9 sq. m).
- C. Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with erosion-control mats where shown on Civil Drawings; install and anchor according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre (42 kg/92.9 sq. m) to form a continuous blanket 1-1/2 inches (38 mm) in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- F. Protect seeded areas from hot, dry weather or drying winds by watering.

3.5 TURF RENOVATION

- A. Renovate existing turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
 - 1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
 - 2. Install new planting soil as required.
- B. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- C. Remove topsoil containing foreign materials such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- D. Mow, dethatch, core aerate, and rake existing turf.
- E. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

- F. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- G. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches (150 mm).
- H. Apply soil amendments and initial fertilizers required for establishing new turf and mix thoroughly into top 4 inches (100 mm) of existing soil. Install new planting soil to fill low spots and meet finish grades.
- I. Apply seed and protect with straw mulch as required for new turf.
- J. Water newly planted areas and keep moist until new turf is established.

3.6 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches (100 mm).
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
- C. Mow turf as soon as top growth is 3 to 4 inches. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow to a height between 2-1/2 to 3-1/2 inches.
- D. Turf Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) to turf area.

3.7 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Owner:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).

- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.8 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.9 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 32 9200

SPECIAL PROVISIONS

Temporary Traffic Control Plan. Contractor shall install and maintain the Temporary Traffic Control Plan per the Civil Plans throughout construction activities. Any proposed changes to the Temporary Traffic Control Plan will need to conform to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), and be approved by the City of Columbia. The Contractor shall be responsible for contacting the City of Columbia Community Development department and obtaining all meter bags, including any required fees.

Construction Access on Existing Asphalt Lot. The Contractor shall limit construction vehicles and equipment on the existing asphalt lot. The Contractor shall be responsible for repairing any damage to the existing parking lot due to construction activities.

Tree Removal Alternate. The Contractor shall provide the Owner a cost for removing Cypress trees along the northwest corner of the Church property. The cost shall include all materials, equipment, and labor to perform the work. If the Owner decides to approve this alternate, the trees shall be replaced with a species suitable to the Owner. The tree species shall also meet the requirements of the City of Columbia, regarding the tree classification. At a minimum the trees shall be medium or large deciduous shade trees per City of Columbia specifications.

APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/16		\$32.36	55	60	\$21.41
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction)\Lineman	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer	10/15		\$29.30	12	4	\$14.87
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**b - All work over \$7 Mil. Total Mech. Contract - \$37.00, Fringes - \$26.68

All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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BOONE COUNTY
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NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction) Lineman	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

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

APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Frech Paving Co., 5517 O'Neal Road, Columbia, Missouri 65202

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company
a Corporation, organized under the laws of the State of Iowa
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of Eighty-Nine Thousand, Two Hundred Thirty-Three and 04/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated April 24, 2016 entered into a
Contract with Owner for:

**CONTRACT NUMBER 01-24MAR16
Parking Lot Addition at First Christian Church
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

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

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,
arrange for a Contract between such bidder and Owner, and make available as work progresses
(even though there should be a default of a succession of defaults under the Contract or Contracts
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less
the balance of the Contract price, but not exceeding, including other costs and damages for which
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term
"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by
Owner to Contractor under the Contract and any amendments thereto, less the amount properly
paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this _____ day of April, 2016.

Frech Paving Co.
(Contractor)

(SEAL)

BY: _____

Employers Mutual Casualty Company
(Surety Company)

(SEAL)

BY: Jeresa Stephenson
(Attorney-In-Fact)

BY: Angela White
(Missouri Representative)

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

Surety Contact Name: Kevin McCarty
Phone Number: 800-821-4702
Address: 7300 W 110th St., Ste. 300
Overland Park, KS 66210

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Frech Paving Co., 5517 O'Neal Road, Columbia, Missouri 65202,
as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company
a corporation organized under the laws of the State of Iowa, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of

Eighty-Nine Thousand, Two Hundred Thirty-Three and 04/100 DOLLARS

(\$ 89,233.04), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated April 21, 2016 entered
into a contract with Owner for

**CONTRACT NUMBER 01-24MAR16
Parking Lot Addition at First Christian Church
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor
shall promptly make payments to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this _____ day of April 2016.

CONTRACTOR Frech Paving Co. (SEAL)

BY: _____

SURETY COMPANY Employers Mutual Casualty Company

BY: Jeresa Stephenson
(Attorney-In-Fact)

BY: Monica Lile
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: Kevin McCarty

Phone Number: 800-821-4702

Address: 7300 W 110th St., Ste. 300
Overland Park, KS 66210



P.O. Box 712 • Des Moines, IA 50306-0712

No. B38293

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

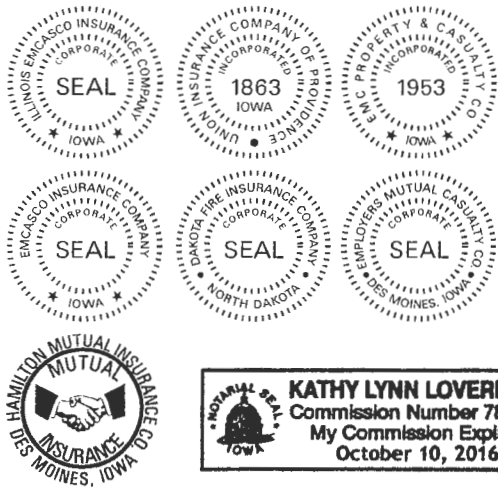
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

4th day of NOVEMBER, 2015.

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel, Assistant Vice President

On this 4th day of NOVEMBER AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on NOVEMBER 4, 2015 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this day of 11/4/15, 2015. [Signature] Vice President



CERTIFICATE OF LIABILITY INSURANCE

FRECH-1

OP ID: AH

DATE (MM/DD/YYYY)

04/19/2016

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

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

PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia, MO 65203 Ruth Stone/Eric Kaup		CONTACT NAME: Ruth Stone/Eric Kaup PHONE (A/C, No, Ext): 573-874-3102 FAX (A/C, No): 866-779-8102 E-MAIL ADDRESS:	
INSURED Frech Paving Co. 5517 O'Neal Road Columbia, MO 65202		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Indemnity Company NAIC # 23280 INSURER B : Cincinnati Insurance Company 10677 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bikt Addl Insured GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			EPP 0152928	07/23/2015	07/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA 0152928	07/23/2015	07/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0152928	07/23/2015	07/23/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0316840	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: Bond #S424987. Bid # 01-24MAR16 Parking Lot Addition at First Christian Church. Boone County, Missouri. County of Boone, Missouri is additional insured in respect to general liability..

CERTIFICATE HOLDER**CANCELLATION**

BOONECP County of Boone, Missouri Purchasing Department 613 E. Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

May Session of the April Adjourned

Term. 20 16

In the County Commission of said county, on the 3rd day of May 20 16

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 Houston-Galveston Area Council (HGAC) Cooperative Contract EC07-14 to purchase Evans Consoles for the Emergency Communications Center from Evans Consoles Inc. of Vienna, VA.

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

Done this 3rd day of May, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

216-2016

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
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, CPPO, CPPB
DATE: April 25, 2016
RE: Cooperative Contract: *EC07-14 – Evans Consoles (furniture) for Boone County Joint Communications*

Frank Kirk, Senior Consultant with Mission Critical Partners and Chad Martin, Director of Joint Communications Operations recommend we utilize the Houston-Galveston Area Council (HGAC) cooperative contract *EC07-14* to purchase Evans Consoles (furniture) for the Emergency Communication Center project. Contract is with Evans Consoles Incorporated of Vienna, Virginia.

Contract total is \$600,709.07 and invoices will be paid from department 4101 – ECC Radio & Technology, account 71231 – ECC Construction Project. There is \$700,000 budgeted for PSAP/EOC Furniture.

cc: Contract File
Karen Miller, Commission
Frank Kirk, Mission Critical Partners
Chad Martin, Patricia Schreiner, Joint Communications

**PURCHASE AGREEMENT
FOR EVANS CONSOLES (FURNITURE)
FOR BOONE COUNTY JOINT COMMUNICATIONS**

Commission Order # 216-2016

THIS AGREEMENT dated the 3rd day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Evans Consoles Incorporated**, 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 the furnishing, delivery, and installation of **Evans Consoles**, in compliance with all bid specifications and any addendum issued for the Houston-Galveston Area Council (HGAC) contract **EC07-14**, Evans Consoles quote dated March 9, 2016, Boone County Standard Contract Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Debarment Certification, Prevailing Wage Order #22, Performance Bond, Labor & Material Payment Bond, 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 bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and HGAC contract # **EC07-14** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Evans Consoles**. Equipment and installation shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's quote, as needed and as ordered by the County as follows:

<u>Products</u>	<u>Code</u>	<u>Unit Price</u>	<u>Qty.</u>	<u>Sub-Total</u>
2 OPS Training Console Type D	DSP-C	\$34,362.95	1	\$34,362.95
3 OPS Training Console Type C	DSP-C	\$55,362.63	1	\$55,362.63
4 OPS Console Type A	DSP-C	\$62,923.80	4	\$251,695.20
4 OPS Console Type B	DSP-C	\$55,750.23	1	\$55,750.23
Supervisor Consoles	DSP-C	\$29,186.45	1	\$29,186.45
Additional Console Features				\$103,102.36
Performance and Labor & Materials Bonds (term for 5 months)			1	\$6,806.25
<u>Logistics</u>				
Packaging				Included
Freight				\$26,443.00
Install				\$38,000.00
Project Total:				\$600,709.07

3. **Delivery** - Vendor agrees to coordinate delivery and installation of equipment and service with Boone County Joint Communications. Delivery and installation after receipt of order and Notice to Proceed will be made within 91 business days (10 week lead time until delivery and beginning of installation with installation taking up to three weeks). Delivery address: Boone County Emergency Communication Center, 2145 E. County Drive, Columbia, Missouri 65202.

4. **Billing and Payment** - All billing / invoices and prevailing wage payroll / reporting shall be sent to Boone County Joint Communications, Attn: Patricia Schreiner, 17 N. 7th Street, Suite A, Columbia, Missouri 65201 office. Billings may only include the prices as listed and/or calculated in the Vendor's quote response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications.

Payment Terms: 50% due upon Notice to Proceed / Contract execution, Net 30
50% due upon installation & acceptance. Considering there are no delays in the installation scheduled caused by others, Net 30.

If project completion is delayed longer than 60 days then 40% will be invoiced leaving 10% outstanding that will be invoiced upon project completion.

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.

5. **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.
6. **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.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission 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.
8. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen 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 maintained on file with the Boone County Purchasing Department. **Prevailing Wage Order #22** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.
9. **OSHA Training - OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor 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 Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor 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 Contractor 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 Contractor 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 Contractor.
10. **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.

11. 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.

216-2016

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

EVANS CONSOLES INCORPORATED

BOONE COUNTY, MISSOURI

by [Signature] (Richard Gome)

by: Boone County Commission

title CEO

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

by: [Signature]
County Counselor

[Signature]
Wendy S. Noren, 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.)

<u>[Signature]</u>	<u>4-26-16</u>	4101-71231 / \$600,709.07
Signature	Date	Appropriation Account

Consider

STANDARD TERMS AND CONDITIONS- BOONE COUNTY, MISSOURI

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

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

Insurance Requirements: The Contractor 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 Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor 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 Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor 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 subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of 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 Contractor 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 Contractor'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 Contractor 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, 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 providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

(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.

RICHARD GAME COO

Name and Title of Authorized Representative

Signature

Date

3/21/2016

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

Company ID Number: 173645

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

THIS MOU

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **City of Blue Springs** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 173645

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III, below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to a Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer City of Blue Springs

Susan Heiman

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/23/2008

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/23/2008

Date





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Information Required for the E-Verify Program

Information relating to your Company:

Company Name: City of Blue Springs

Company Facility Address: 903 W. Main St.

Blue Springs, MO 64015

Company Alternate
Address: _____

County or Parish: JACKSON

Employer Identification
Number: 446000139

North American Industry
Classification Systems
Code: 921

Parent Company: City of Blue Springs

Number of Employees: 100 to 499

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

E-Verify



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

Name: **Annette Massey**
Telephone Number: **(816) 228 - 0190** Fax Number: **(816) 655 - 0486**
E-mail Address: **amassey@bluespringsgov.com**

Name: **Susan A Helman**
Telephone Number: **(816) 228 - 0138** Fax Number: **(816) 655 - 0486**
E-mail Address: **shelman@bluespringsgov.com**

**AFFIDAVIT
OF FOREIGN PROFESSIONAL CORPORATION**

Comes now GAIL LINTON (name) as VICE PRESIDENT HUMAN RESOURCES (office held)
of the EVANS CONSOLES INCORPORATED, a INCORPORATED IN STATE OF COLORADO (state)

corporation and being duly sworn does upon his oath state:

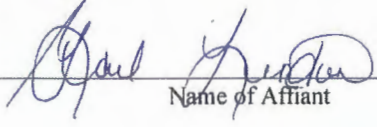
All the EVANS CONSOLES INCORPORATED (Corporate Name) shareholders, a

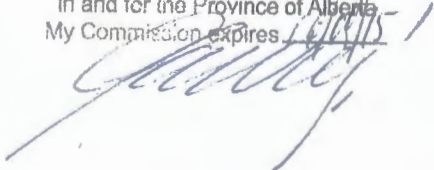
majority of the directors and all the officers, except for the possibility of the secretary and treasurer, are licensed in one or more states or territories of the United States or the District of Columbia to render a professional service described in the statement of purposes of the corporation.

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

 GAIL LINTON VP HR 1/30/17
Signature Printed Name Title Date


Name of Affiant

ILONA GAWRYS
A Commissioner for Oaths
in and for the Province of Alberta
My Commission expires 1/31/18


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_____.

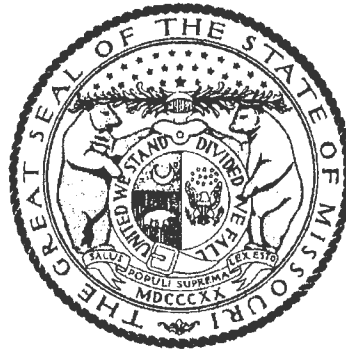
My commission expires _____, 20_____.

Notary Public

AWO 22 01/22/16

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/16		\$32.36	55	60	\$21.41
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction\Lineman)	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer	10/15		\$29.30	12	4	\$14.87
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- **b - All work over \$7 Mil. Total Mech. Contract - \$37.00, Fringes - \$26.68
All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

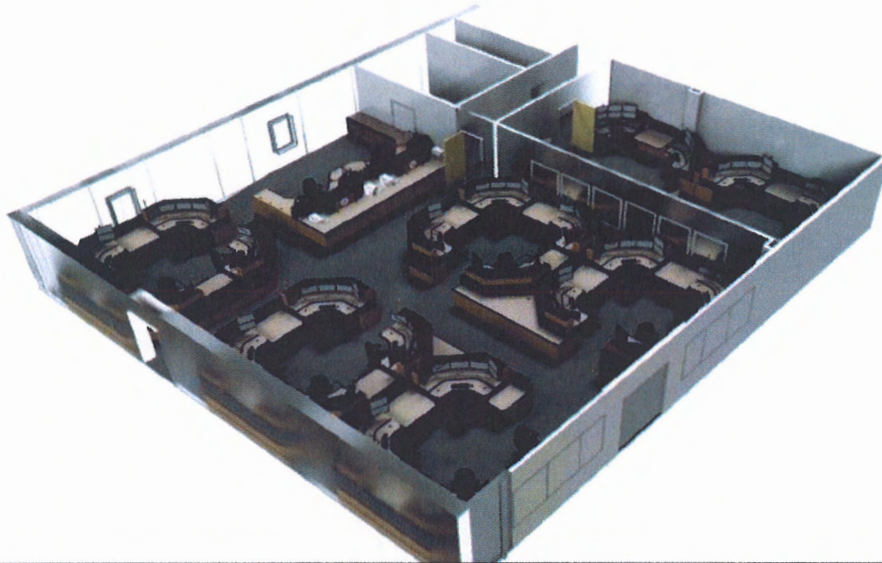
NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



PROJECT OFFER: **HGAC Contract Pricing**

Boone County

911 Dispatch Center
Final proposal submittal
Evans Project # U14-0226
Date 3/9/2016



Submitted By:



Evans Consoles Incorporated
Matt Mitchell
Regional Sales Manager
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Vienna, VA
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Web: www.evansonline.com



ISO 9001:2008



ECUS-RSMQT-V2.05082013

Columbia Boone

Project Name: Columbia Boone - Columbia Boone CO JCC

Project Location: Columbia, Missouri, United States

Project Number: U14-0226 Phase 1 Revision 2

Issue Date: March 8, 2016

Products	Code	Unit Price	Quantity	Sub-Total
2 OPS Training Console Type D	DSP-C	34,362.95	1	34,362.95
3 OPS Training Console Type C	DSP-C	55,362.63	1	55,362.63
4 OPS Console Type A	DSP-C	62,923.80	4	251,695.20
4 OPS Console Type B	DSP-C	55,750.23	1	55,750.23
Supervisor Consoles	DSP-C	29,186.45	1	29,186.45
Additional Console Features				103,102.36
Bonds (term for 5 months)			1	6,806.25
Logistics				
Packaging				Included
Freight				26,443.00
Install				38,000.00
Project Total (USD, All Sales Taxes Excluded)				600,709.07

Note: Products on H-GAC Contract are marked as 'H'.

H-GAC Contract No. EC07-14

Freight INCO Terms: FOB Destination to Columbia, Missouri, United States

Payment Terms:

50% due upon Notice to Proceed/ Contract execution, NET 30

50% due upon installation & acceptance, ** considering there are no delays in the installation scheduled caused by others. NET 30

** If project completion is delayed longer than 60 days then 40% will be invoiced leaving 10% outstanding that will be invoiced upon upon project completion.

Quote is NOT valid without the Evans Terms & Conditions document.

Quote validity period is 90 days for product (only). See Evans Terms & Conditions document for more details.

Additional Console Features					
Part Number	Description	Units	Unit Price	Qty	Extended Price
CO-PDO-SW-AZ	Axil Z Slatwall Power Unit; 2 AC, 1 USB, 1 Cat6, black	Each	216.75 H	27	5,852.25
CO-PL-H-3X2	PowerLinc Hub; 3cct x 2, 5-20R	Each	325.55 H	27	8,789.85
CO-PS-AP	1" (25mm) acoustical panel; NRC 0.75	Feet	34.85 H	334	11,622.48
CO-PS-FP	Partition System with fabric panels	Feet	84.15 H	334	28,064.03
CO-TL-SW-ZB	Z-Bar task light by Konzept with Slatwall mount	Each	192.95 H	27	5,209.65
CO-WS-UFE	Upgrade Worksurface Front Edge to Soft Urethane	Feet	53.55 H	225	12,048.75
CSTM-CO-LCE-502	LCE Continuous light, pole mount, beige. 5-light. Voltage Rating AC/DC 24V	Each	246.55 H	27	6,656.85
M-PED	Metal Mobile Pedestal (2) drawer lockable file cabinet	Each	300.00	15	4,500.00
C-LOGO	Custom logo built into rear HPL Partition (listed as a per two logo cost)	Each	650.00	1	650.00

Shipment A	
Packaging	Price
Blanket Wrapped	Included
Freight	
Shipment by Truck (LTL) to Columbia, Missouri, United States Evans Offload Transit Time: 10 Days	26,443.00
Install	
Evans Installation * The client must identify and provide a POC (point of contact) responsible for decision making or whom will have access to a person of authority for the duration of the scheduled installation activity. The appointed POC must ensure that either he/she or the authorized representative will be available upon completion of the installation activity to sign off the Evans PCR (Project Completion Report) * Failure to provide such a contact assumes the activity as reported has been accepted. ** Assumes that site preparedness has been met in accordance with the attached contract terms and conditions.	38,000.00

2 OPS Training Console Type D

	Part Number	Description	Units	Unit Price	Qty	Extended Price
PRODUCT STRUCTURE						
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
2	CO-SW-S-12	12" (305mm) high Slatwall system	Feet	244.80 H	21	5,140.80
3	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,575.90 H	2	3,151.80
4	CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	Each	735.25 H	2	1,470.50
5	CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	Each	255.00 H	6	1,530.00
6	CO-WS	HPL Worksurface with PVC Front Edge	Feet	131.75 H	29	3,820.75
7	CO-WS-UFE	Upgrade Worksurface Front Edge to Soft Urethane	Feet	53.55 H	20	1,071.00
8	DSP-FD-B	Base Full Depth Console	Feet	437.75 H	16	7,004.00
9	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	392.70 H	2	785.40
10	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	337.45 H	4	1,349.80
11	DSP-RD-B	Base Reduced Depth Console	Feet	394.40 H	5	1,972.00
EQUIPMENT/ACCESSORIES						
12	CO-CL	Cavity Light	Each	39.95 H	10	399.50
13	CO-ESS-BSOS	Base Slide-Out Shelf	Each	196.35 H	8	1,570.80
14	CO-MA-E-SW-DT	Slatwall mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	403.75 H	2	807.50
15	CO-MA-E-SW-ST	Slatwall mounted Single Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	309.40 H	8	2,475.20
16	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	Each	84.15 H	6	504.90
17	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, CSA/UL	Each	127.50 H	2	255.00
18	CO-VFK	Ventilation Fan Kit; 36 CFM, 12VDC	Each	131.75 H	8	1,054.00

3 OPS Training Console Type C

	Part Number	Description	Units	Unit Price	Qty	Extended Price
PRODUCT STRUCTURE						
19	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
20	CO-PS-AP	1" (25mm) acoustical panel; NRC 0.75	Feet	34.85 H	44.5	1,550.83
21	CO-PS-FP	Partition System with fabric panels	Feet	84.15 H	44.5	3,744.68
22	CO-SW-S-12	12" (305mm) high Slatwall system	Feet	244.80 H	31.5	7,711.20
23	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,575.90 H	3	4,727.70
24	CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	Each	735.25 H	3	2,205.75
25	CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	Each	255.00 H	9	2,295.00
26	CO-WS	HPL Worksurface with PVC Front Edge	Feet	131.75 H	44.5	5,862.88
27	DSP-FD-B	Base Full Depth Console	Feet	437.75 H	25	10,943.75
28	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	392.70 H	2	785.40
29	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	337.45 H	6	2,024.70
30	DSP-RD-B	Base Reduced Depth Console	Feet	394.40 H	7.5	2,958.00
EQUIPMENT/ACCESSORIES						
31	CO-CL	Cavity Light	Each	39.95 H	15	599.25
32	CO-ESS-BSOS	Base Slide-Out Shelf	Each	196.35 H	12	2,356.20
33	CO-MA-E-SW-DT	Slatwall mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	403.75 H	3	1,211.25

34	CO-MA-E-SW-ST	Slatwall mounted Single Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	309.40	H	12	3,712.80
35	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	Each	84.15	H	10	841.50
36	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, CSA/UL	Each	127.50	H	3	382.50
37	CO-VFK	Ventilation Fan Kit; 36 CFM, 12VDC	Each	131.75	H	11	1,449.25

4 OPS Console Type A

Part Number	Description	Units	Unit Price	Qty	Extended Price		
PRODUCT STRUCTURE							
38	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included	
39	CO-SW-S-12	12" (305mm) high Slatwall system	Feet	244.80	H	46	11,260.80
40	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,575.90	H	4	6,303.60
41	CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	Each	735.25	H	4	2,941.00
42	CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	Each	255.00	H	12	3,060.00
43	CO-WS	HPL Worksurface with PVC Front Edge	Feet	131.75	H	58	7,641.50
44	DSP-FD-B	Base Full Depth Console	Feet	437.75	H	28	12,257.00
45	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	392.70	H	2	785.40
46	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	337.45	H	8	2,699.60
47	DSP-RD-B	Base Reduced Depth Console	Feet	394.40	H	10	3,944.00
EQUIPMENT/ACCESSORIES							
48	CO-CL	Cavity Light	Each	39.95	H	12	479.40
49	CO-ESS-BSOS	Base Slide-Out Shelf	Each	196.35	H	14	2,748.90
50	CO-MA-E-SW-DT	Slatwall mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	403.75	H	4	1,615.00
51	CO-MA-E-SW-ST	Slatwall mounted Single Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	309.40	H	16	4,950.40
52	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	Each	84.15	H	8	673.20
53	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, CSA/UL	Each	127.50	H	4	510.00
54	CO-VFK	Ventilation Fan Kit; 36 CFM, 12VDC	Each	131.75	H	8	1,054.00

4 OPS Console Type B

Part Number	Description	Units	Unit Price	Qty	Extended Price		
PRODUCT STRUCTURE							
55	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included	
56	CO-SW-S-12	12" (305mm) high Slatwall system	Feet	244.80	H	39.5	9,669.60
57	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,575.90	H	3	4,727.70
58	CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	Each	735.25	H	3	2,205.75
59	CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	Each	255.00	H	9	2,295.00
60	CO-WS	HPL Worksurface with PVC Front Edge	Feet	131.75	H	49.5	6,521.63
61	DSP-FD-B	Base Full Depth Console	Feet	437.75	H	32	14,008.00
62	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	392.70	H	2	785.40
63	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	337.45	H	6	2,024.70
64	DSP-RD-B	Base Reduced Depth Console	Feet	394.40	H	7.5	2,958.00
EQUIPMENT/ACCESSORIES							
65	CO-CL	Cavity Light	Each	39.95	H	18	719.10
66	CO-MA-E-SW-DT	Slatwall mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	403.75	H	3	1,211.25
67	CO-MA-E-SW-ST	Slatwall mounted Single Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	309.40	H	17	5,259.80
68	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	Each	84.15	H	12	1,009.80
69	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, CSA/UL	Each	127.50	H	4	510.00
70	CO-VFK	Ventilation Fan Kit; 36 CFM, 12VDC	Each	131.75	H	14	1,844.50

Supervisor Consoles

Part Number	Description	Units	Unit Price	Qty	Extended Price	
PRODUCT STRUCTURE						
71	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
72	CO-SW-S-12	12" (305mm) high Slatwall system	Feet	244.80 H	23	5,630.40
73	CO-WLS-CSTS	Contact safety tape switch option for main platform	Feet	79.90 H	12	958.80
74	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,575.90 H	2	3,151.80
75	CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	Each	255.00 H	6	1,530.00
76	CO-WS	HPL Worksurface with PVC Front Edge	Feet	131.75 H	23	3,030.25
77	DSP-FD-B	Base Full Depth Console	Feet	437.75 H	10	4,377.50
78	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	392.70 H	4	1,570.80
79	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	327.45 H	4	1,240.80
80	DSP-RD-B	Base Reduced Depth Console	Feet	394.40 H	5	1,972.00
EQUIPMENT/ACCESSORIES						
81	CO-CL	Cavity Light	Each	39.95 H	6	239.70
82	CO-ESS-BSOS	Base Slide-Out Shelf	Each	196.35 H	4	785.40
83	CO-MA-E-SW-DT	Slatwall mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	403.75 H	4	1,615.00
84	CO-MA-E-SW-ST	Slatwall mounted Single Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	309.40 H	6	1,856.40
85	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	Each	84.15 H	4	336.60
86	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, CSA/UL	Each	127.50 H	2	255.00
87	CO-VFK	Ventilation Fan Kit; 36 CFM, 12VDC	Each	131.75 H	4	527.00

Dispatcher Millwork

Part Number	Description	Units	Unit Price	Qty	Extended Price	
PRODUCT STRUCTURE						
88	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
89	CSTM-MLW-TRI-M1	Triangular Shaped Millwork w/extended storage 12" deep along consoles w/doors/drawers in center HPL Finish to match	Each	2,789.00	1	2,789.00
90	CSTM-MLW-TRI-M2	Triangular Shaped Millwork w/doors & drawers in center HPL Finish to match	Each	2,103.00	1	2,103.00
EQUIPMENT/ACCESSORIES						
91	CO-GR-C-RE-2X3	Rectangular Cable Grommet; 2" x 3" (51mm x 76mm)	Each	25.50 H	2	51.00





Supervisor Millwork

Part Number	Description	Units	Unit Price	Qty	Extended Price	
PRODUCT STRUCTURE						
92	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
93	CSTM-MLW-SUP-CENTER	Triangular Shaped Millwork Bridge w/CPU storage below HPL Finish to match	Each	1,808.00	1	1,808.00
94	CSTM-MLW-SUP-FRONT	Custom Supervisor Millwork in front - printers (by others) on top/open Binder Storage w/file drawers below.	Each	9,180.00	1	9,180.00
95	CSTM-MLW-SUP-LH	Custom Open Storage - left of Supervisor Operator adjustable shelves top worksurface with PVC nosing	Each	2,041.00	1	2,041.00
96	CSTM-MLW-SUP-RH	Custom Open Storage - right of Supervisor Operator adjustable shelves top worksurface with PVC nosing	Each	1,456.00	1	1,456.00
EQUIPMENT/ACCESSORIES						
97	CO-GR-C-RE-2X3	Rectangular Cable Grommet; 2" x 3" (51mm x 76mm)	Each	25.50 H	11	280.50

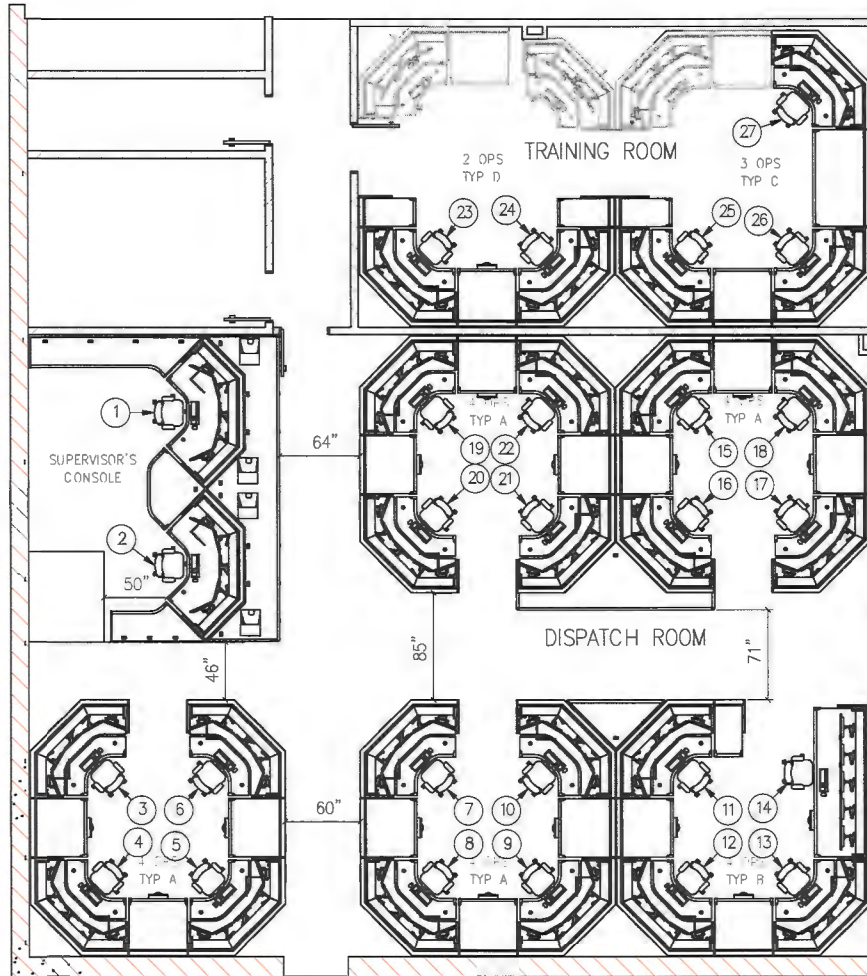
Millwork and General Accessories

Part Number	Description	Units	Unit Price	Qty	Extended Price	
98	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included



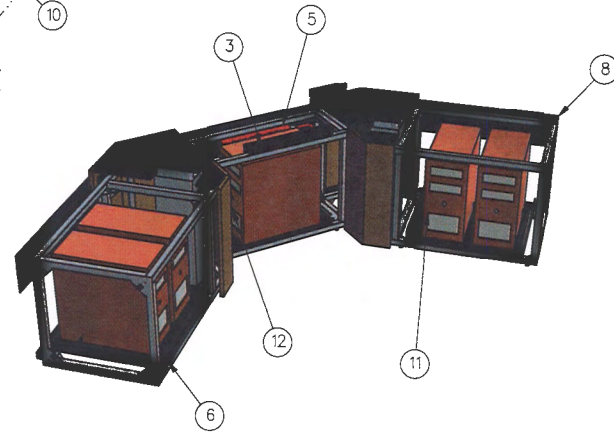
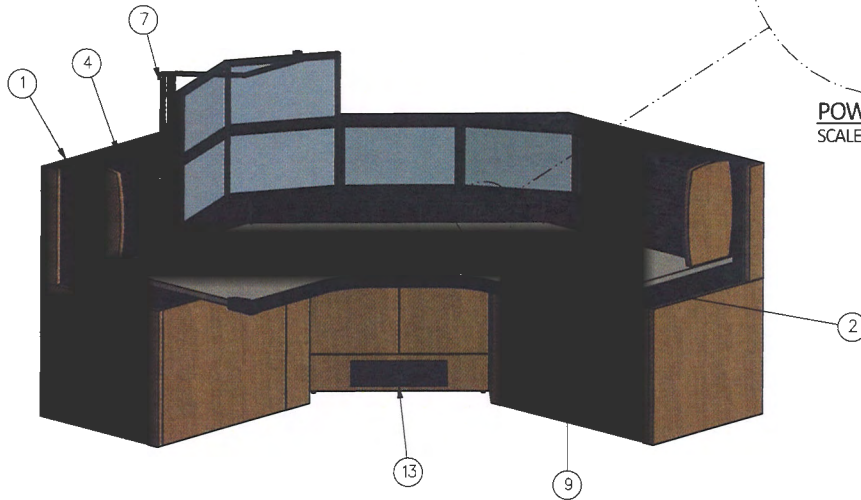
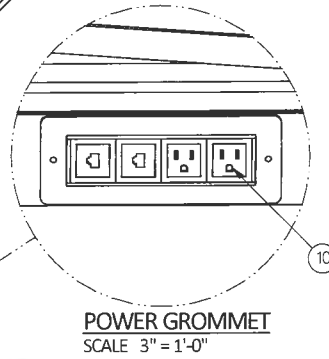
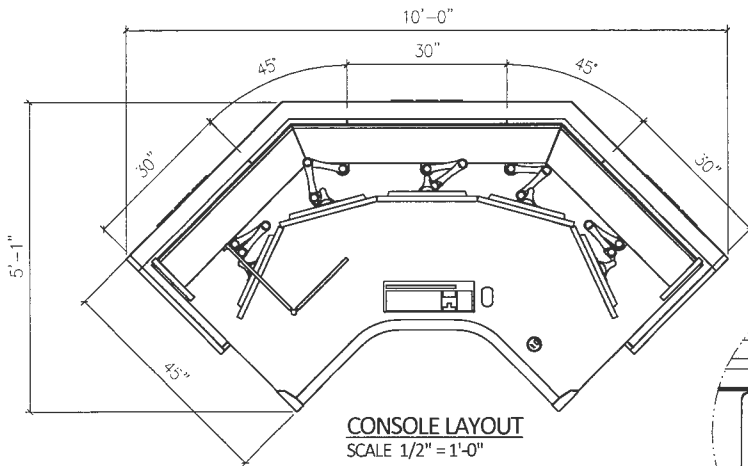
 GREENGUARD <small>PRODUCT CERTIFIED FOR LOW VOC EMISSIONS</small>	 REGISTERED TO ISO 9001:2009	 E V A N SC O NSO L ESSES T ABLES H EDS	www.evansonline.com  EVANS <small>PROPRIETARY STATEMENT: THIS DRAWING AND DESIGN ARE THE PROPERTY OF EVANS CONSOLES AND MUST NOT BE USED OR REPRODUCED WITHOUT THE COMPANY'S WRITTEN PERMISSION</small>	CLIENT AUTHORIZATION FOR PRODUCTION SIGNATURE / DATE	CLIENT / PROJECT COLUMBIA BOONE CO JCC LOCATION: COLUMBIA, MO	DRAWING ROOM LAYOUT - 3D VIEW	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">REVISION HISTORY</th> </tr> <tr> <th>REV</th> <th>COMMENT</th> <th>DATE</th> <th>AUTHOR</th> </tr> </thead> <tbody> <tr> <td>F</td> <td>SIXTH RELEASE</td> <td>2/23/2016</td> <td>tamih</td> </tr> <tr> <td>E</td> <td>FIFTH RELEASE</td> <td>1/28/2016</td> <td>JR</td> </tr> <tr> <td>D</td> <td>ADDED DIMS</td> <td>12/16/2015</td> <td>Rocornell</td> </tr> <tr> <td>C</td> <td>ADDED DIMS</td> <td>10/17/2014</td> <td>mlogan</td> </tr> <tr> <td>B</td> <td>LAYOUT CHANGES</td> <td>22/09/2014</td> <td>mlogan</td> </tr> <tr> <td>A</td> <td>INITIAL RELEASE</td> <td>04/09/2014</td> <td>JR</td> </tr> </tbody> </table>	REVISION HISTORY				REV	COMMENT	DATE	AUTHOR	F	SIXTH RELEASE	2/23/2016	tamih	E	FIFTH RELEASE	1/28/2016	JR	D	ADDED DIMS	12/16/2015	Rocornell	C	ADDED DIMS	10/17/2014	mlogan	B	LAYOUT CHANGES	22/09/2014	mlogan	A	INITIAL RELEASE	04/09/2014	JR	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>PRODUCT</th> <th>FINISH</th> </tr> </thead> <tbody> <tr> <td></td> <td>HPL</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>DRAWING NUMBER</th> <th>REV</th> </tr> </thead> <tbody> <tr> <td>2/23/2016</td> <td>1 OF 17</td> <td>F</td> </tr> </tbody> </table> <p>EVANS PROJECT NUMBER U14-0226-301</p>	PRODUCT	FINISH		HPL	DATE	DRAWING NUMBER	REV	2/23/2016	1 OF 17	F
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THE ROOM DIMENSIONS AND LAYOUT SHOWN ON THIS DRAWING HAVE BEEN PROVIDED TO EVANS CONSOLES BY AN EVANS REPRESENTATIVE. THIS CONSOLE DESIGN ASSUMES A MINIMUM 34-3/4" CLEAR PATH OF TRAVEL INTO THE CONTROL ROOM. EVANS CONSOLES HAS NOT PERFORMED A SITE INSPECTION TO VERIFY ROOM DIMENSIONS OR FLOOR PLAN LAYOUT. WE STRONGLY SUGGEST THAT COLUMBIA BOONE CO JCC VERIFY ROOM DIMENSIONS AND LAYOUT SHOWN PRIOR TO THE APPROVAL OF THIS DRAWING.



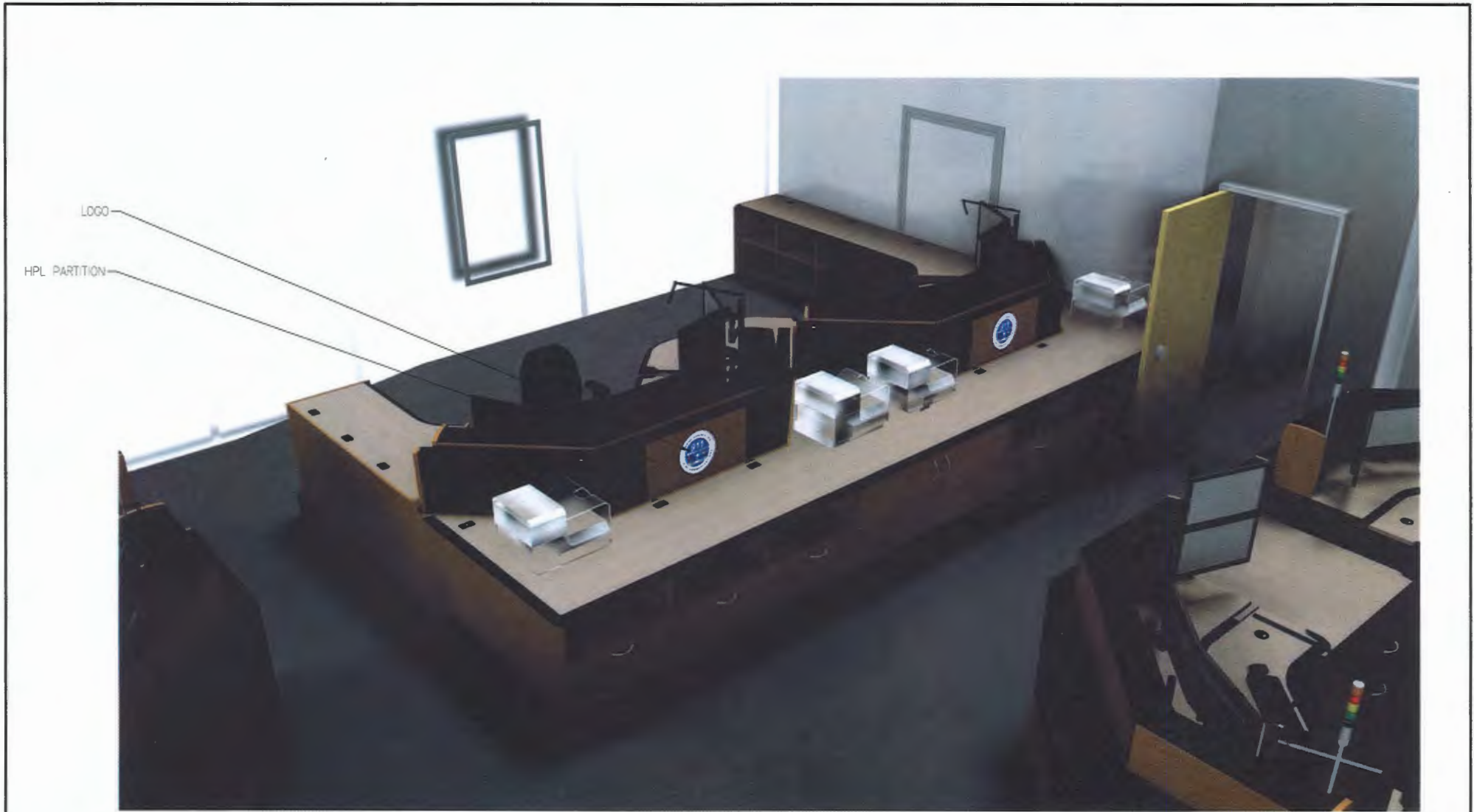
ROOM LAYOUT
SCALE 1/8" = 1'-0"

<p>REGISTERED TO ISO 9001:2008</p> <p>ERGONOMIC DESIGN OF CONTROL CENTERS</p>	<p>www.evansonline.com</p> <p>EVANS</p> <p>PROPRIETARY STATEMENT: THIS DRAWING AND DESIGN ARE THE PROPERTY OF EVANS CONSOLES AND MUST NOT BE USED OR REPRODUCED WITHOUT THE COMPANY'S WRITTEN PERMISSION</p>	CLIENT AUTHORIZATION FOR PRODUCTION	CLIENT / PROJECT	DRAWING	REVISION HISTORY		PRODUCT VARIOUS	FINISH HPL																																
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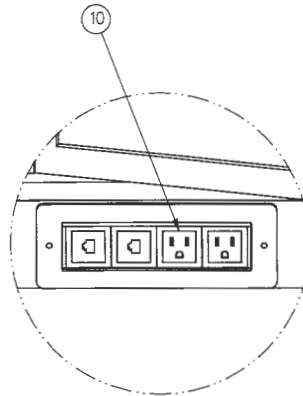
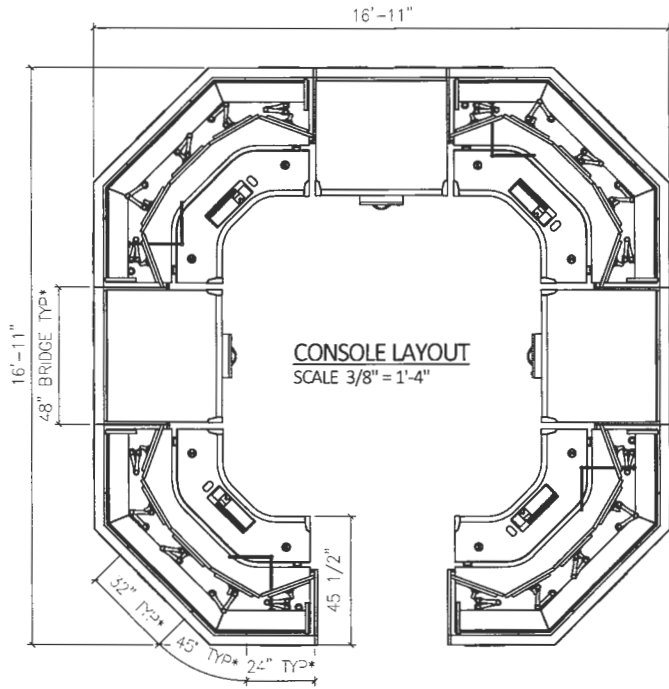
LEGEND		
ITEM	QTY	DESCRIPTION
1	/MODULE	FABRIC PARTITION
2	1	SIT/STAND SINGLE PIECE WORKSURFACE, HT RANGE 28MIN-45.5MAX
3	1	UNDERCOUNTER POWER BAR
4	/LNFT	12" HIGH SLATWALL WITH HINGED HPL REAR PANEL
5	1 PER	.MCD, POWERLINC BAR, 3X2
6	2	SLIDE OUT SHELF
7	1	TASKLIGHT, SLATWALL MOUNTED
8	3	VENT FAN WITH GRILLE (FAN QTY AS PER QUOTATION)
9	1	URETHANE NOSING
10	1	BYRNE GRMT, AXIL XZFM, 4 PORTS, (2PWR, 2ETHERNET), (BLACK),120" CORD
11	4	CPU (BY OTHERS)(MAX DIM 6.7Wx17.4Dx15.7H)
12	1	CPU (BY OTHERS)(MAX DIM 8Wx20.7Dx17.5H)
13	1	FRONT PANEL WITH BLANK FORCE AIR HEATER COVER (FOR FUTURE FORCE AIR UNIT)

<p>REGISTERED TO ISO 9001:2008</p> <p>ISO 11064 ERGONOMIC DESIGN OF CONTROL CENTERS</p>	<p>www.evansonline.com</p> <p>EVANS</p> <p>PROPRIETARY STATEMENT: THIS DRAWING AND DESIGN ARE THE PROPERTY OF EVANS CONSOLES AND MUST NOT BE USED OR REPRODUCED WITHOUT THE COMPANY'S WRITTEN PERMISSION</p>	<p>CLIENT AUTHORIZATION FOR PRODUCTION</p> <p>CLIENT / PROJECT</p> <p>COLUMBIA BOONE CO JCC</p> <p>LOCATION: COLUMBIA, MO</p>	<p>DRAWING</p> <p>TYPICAL SUPERVISOR CONSOLE</p>	<p>REVISION HISTORY</p> <table border="1"> <thead> <tr> <th>REV</th> <th>COMMENT</th> <th>DATE</th> <th>AUTHOR</th> </tr> </thead> <tbody> <tr> <td>F</td> <td>SIXTH RELEASE</td> <td>2/23/2016</td> <td>tmrth</td> </tr> <tr> <td>E</td> <td>FIFTH RELEASE</td> <td>1/28/2016</td> <td>JR</td> </tr> <tr> <td>D</td> <td>ADDED DIMS</td> <td>12/18/2015</td> <td>Rcoonnell</td> </tr> <tr> <td>C</td> <td>ADDED DIMS</td> <td>10/17/2014</td> <td>mlogan</td> </tr> <tr> <td>B</td> <td>LAYOUT CHANGES</td> <td>2/09/2014</td> <td>mlogan</td> </tr> <tr> <td>A</td> <td>INITIAL RELEASE</td> <td>04/09/2014</td> <td>JR</td> </tr> </tbody> </table>				REV	COMMENT	DATE	AUTHOR	F	SIXTH RELEASE	2/23/2016	tmrth	E	FIFTH RELEASE	1/28/2016	JR	D	ADDED DIMS	12/18/2015	Rcoonnell	C	ADDED DIMS	10/17/2014	mlogan	B	LAYOUT CHANGES	2/09/2014	mlogan	A	INITIAL RELEASE	04/09/2014	JR	<p>PRODUCT DISPATCH III</p> <p>DATE: 2/23/2016</p> <p>SCALE: AS SHOWN</p>	<p>FINISH: HPL</p> <p>DRAWING NUMBER: 3 OF 17</p> <p>REV: F</p>	<p>EVANS PROJECT NUMBER</p> <p>U14-0226-301</p>
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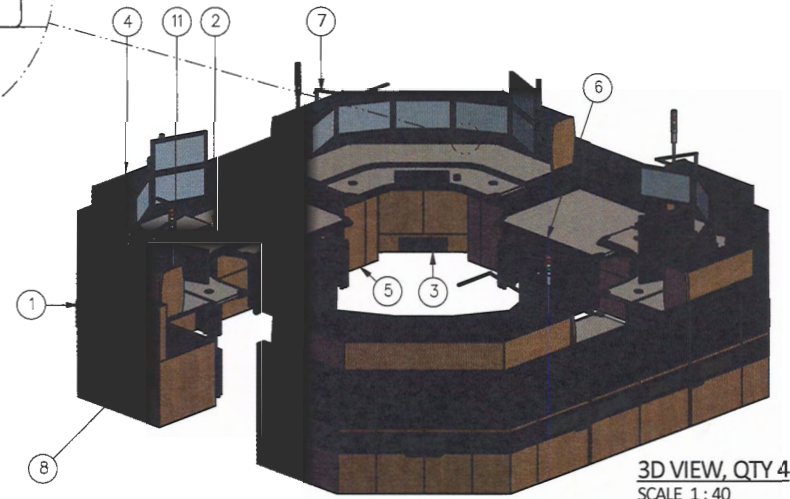
LOGO
HPL PARTITION

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DATE	DRAWING NUMBER	REV																																														
2/23/2016	4 OF 17	F																																														
SIGNATURE / DATE		LOCATION: COLUMBIA, MO																																														



POWER GROMMET
SCALE 3" = 1'-0"

LEGEND		
ITEM	QTY	DESCRIPTION
1	/MODULE	FABRIC PARTITION
2	4	SIT/STAND DUAL WORKSURFACE WITH SOFT URETHANE NOSING (WS HT RANGE 28MIN-45.5MAX, INPUT PLATFORM HT RANGE 23MIN-45MAX)
3	4	FRONT PANEL WITH BLANK FORCE AIR HEATER COVER (FOR FUTURE FORCE AIR UNIT)
4	/LNFT	12" HIGH SLATWALL WITH HINGED HPL REAR PANEL
5	8	SLIDE OUT SHELF
6	4	URETHANE NOSING
7	4	SLATWALL MOUNTED TASK LIGHT
-	4	.MCD, POWERLINC BAR, 3X2
8	8	VENT FAN & GRILLE (FAN QTY AS PER QUOTATION)
9	3	MOBILE SHEET METAL PEDESTAL, FILE/FILE (KEYED DIFFERENTLY) **OPTIONAL**
10	8	BYRNE GRMT, AXIL XZFM, 4 PORTS, (2PWR, 2ETHERNET), (BLACK),120" CORD
11	4	BUD LIGHT, SLATWALL MOUNTED, 5 LIGHTS
-	4	CPU (BY OTHERS)(MAX DIM 8Wx20.7Dx17.5H)
-	16	CPU (BY OTHERS)(MAX DIM 6.7Wx17.4Dx15.7H)



3D VIEW, QTY 4
SCALE 1 : 40

NOTE 1: ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN INCHES.

NOTE 2: ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN INCHES.



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CLIENT / PROJECT

COLUMBIA
BOONE CO JCC

LOCATION: COLUMBIA, MO

DRAWING

4 OPS CONSOLE -
TYP A

REVISION HISTORY

REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	tmith
E	FIFTH RELEASE	1/28/2016	JR
D	ADDED DIMS	12/16/2015	Raconnel
C	ADDED DIMS	10/17/2014	miogan
B	LAYOUT CHANGES	23/09/2014	miogan
A	INITIAL RELEASE	04/09/2014	JR

PRODUCT DISPATCH III

FINISH HPL

DATE 2/23/2016

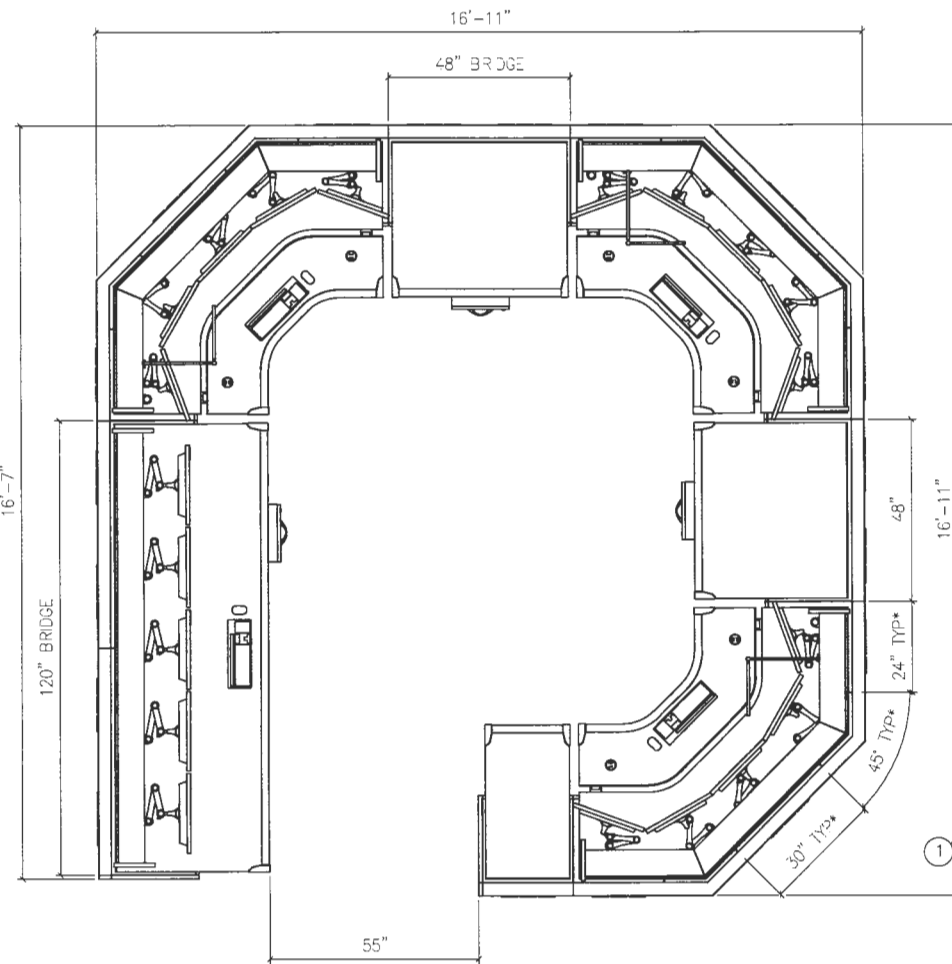
SCALE AS SHOWN

DRAWING NUMBER 5 OF 17

REV F

EVANS PROJECT NUMBER

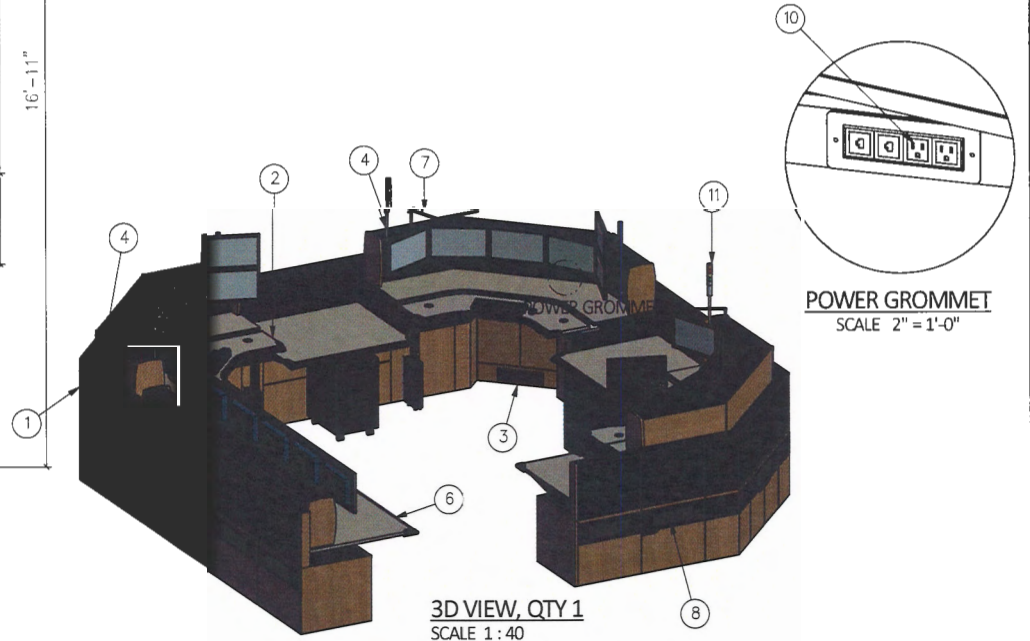
U14-0226-301



CONSOLE LAYOUT
SCALE 3/8" = 1'-0"

NOTE: FOR BRIDGE EQUIPMENT, SEE 1-PANEL BRIDGE EQUIPMENT LAYOUT FOR OPERATORS.

LEGEND		
ITEM	QTY	DESCRIPTION
1	/MODULE	FABRIC PARTITION
2	3	SIT/STAND DUAL WORKSURFACE WITH SOFT URETHANE NOSING (WS HT RANGE 28MIN-45.5MAX, INPUT PLATFORM HT RANGE 23MIN-45MAX)
3	3	FRONT PANEL WITH BLANK FORCE AIR HEATER COVER (FOR FUTURE FORCE AIR UNIT)
4	/LNFT	12" HIGH SLATWALL WITH HINGED HPL REAR PANEL
5	6	SLIDE OUT SHELF
6	3	URETHANE NOSING
7	3	SLATWALL MOUNTED TASK LIGHT
-	3	.MCD, POWERLINC BAR, 3X2
8	8	VENT FAN & GRILLE (FAN QTY AS PER QUOTATION)
9	3	MOBILE SHEET METAL PEDESTAL, FILE/FILE (KEYED DIFFERENTLY) **OPTIONAL**
10	6	BYRNE GRMT, AXIL XZFM, 4 PORTS, (2PWR, 2ETHERNET), (BLACK),120" CORD
11	3	BUD LIGHT, SLATWALL MOUNTED, 5 LIGHTS
-	4	CPU (BY OTHERS)(MAX DIM 8Wx20.7Dx17.5H)
-	16	CPU (BY OTHERS)(MAX DIM 6.7Wx17.4Dx15.7H)



3D VIEW, QTY 1
SCALE 1:40

POWER GROMMET
SCALE 2" = 1'-0"

NOTE: FOR BRIDGE EQUIPMENT, SEE 1-PANEL BRIDGE EQUIPMENT LAYOUT FOR OPERATORS.



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CLIENT / PROJECT

DRAWING

COLUMBIA
BOONE CO JCC

4 OPS CONSOLE -
TYP B

REVISION HISTORY

REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	lsmth
E	FIFTH RELEASE	1/28/2016	JR
D	ADDED DIMS	12/18/2015	Rocconell
C	ADDED DIMS	10/17/2014	mlogan
B	LAYOUT CHANGES	22/09/2014	mlogan
A	INITIAL RELEASE	04/09/2014	JR

PRODUCT DISPATCH III FINISH HPL

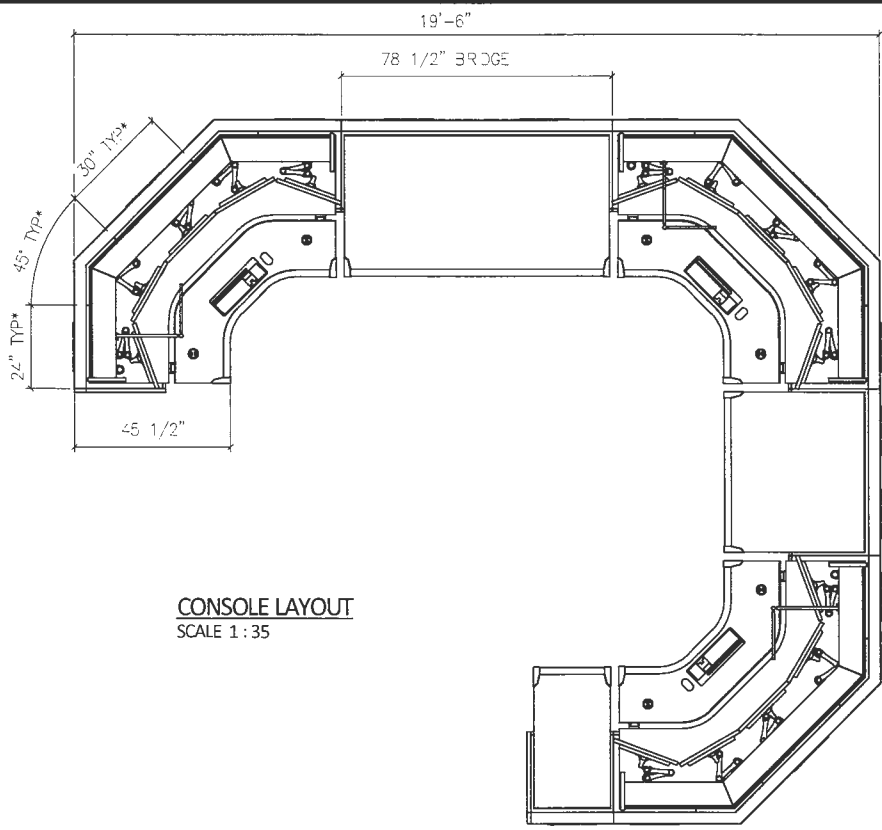
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2/23/2016	6 OF 17	F

EVANS PROJECT NUMBER

U14-0226-301

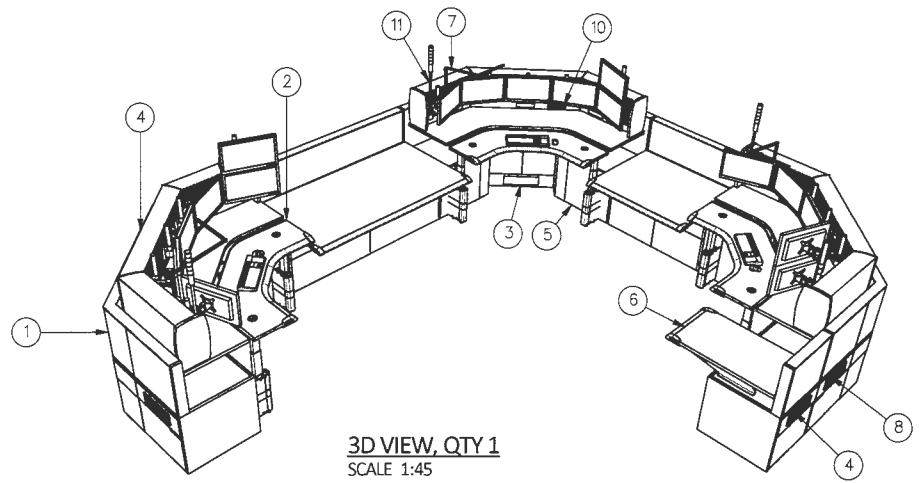
SIGNATURE / DATE

LOCATION: COLUMBIA, MO



CONSOLE LAYOUT
SCALE 1:35

LEGEND		
ITEM	QTY	DESCRIPTION
1	/MODULE	FABRIC PARTITION
2	3	SIT/STAND DUAL WORKSURFACE WITH SOFT URETHANE NOSING (WS HT RANGE 28MIN-45.5MAX, INPUT PLATFORM HT RANGE 23MIN-45MAX)
3	3	FRONT PANEL WITH BLANK FORCE AIR HEATER COVER (FOR FUTURE FORCE AIR UNIT)
4	/LNFT	12" HIGH SLATWALL WITH HINGED HPL REAR PANEL
5	6	SLIDE OUT SHELF
6	3	URETHANE NOSING
7	3	SLATWALL MOUNTED TASK LIGHT
-	3	.MCD, POWERLINC BAR, 3X2
8	8	VENT FAN & GRILLE (FAN QTY AS PER QUOTATION)
9	2	MOBILE SHEET METAL PEDESTAL, FILE/FILE (KEYED DIFFERENTLY) **OPTIONAL**
10	6	BYRNE GRMT, AXIL XZFM, 4 PORTS, (2PWR, 2ETHERNET), (BLACK),120" CORD
11	3	BUD LIGHT, SLATWALL MOUNTED, 5 LIGHTS
-	3	CPU (BY OTHERS)(MAX DIM 8Wx20.7Dx17.5H)
-	12	CPU (BY OTHERS)(MAX DIM 6.7Wx17.4Dx15.7H)

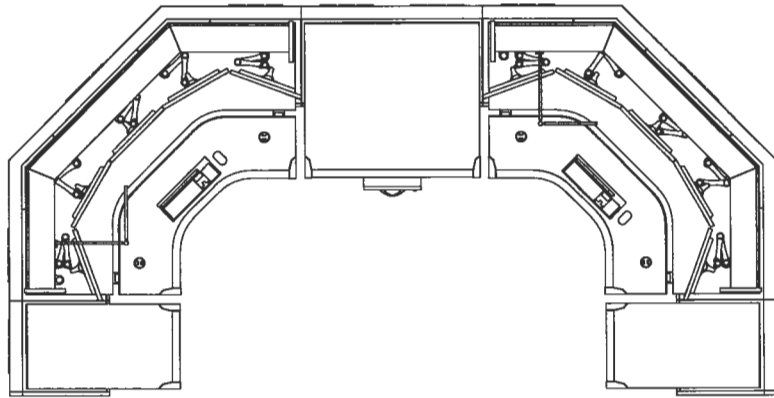


3D VIEW, QTY 1
SCALE 1:45

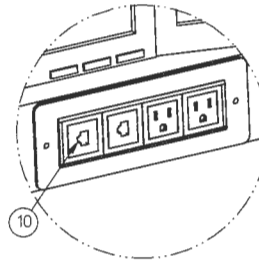
NOTE: FABRIC PARTITION, SLATWALL, AND ALL COMPONENTS TO BE SUPPLIED BY OTHERS.

NOTE: FOR BASE EQUIPMENT LOCATION, SEE OTHERS. BASE EQUIPMENT TO BE SUPPLIED BY OTHERS.

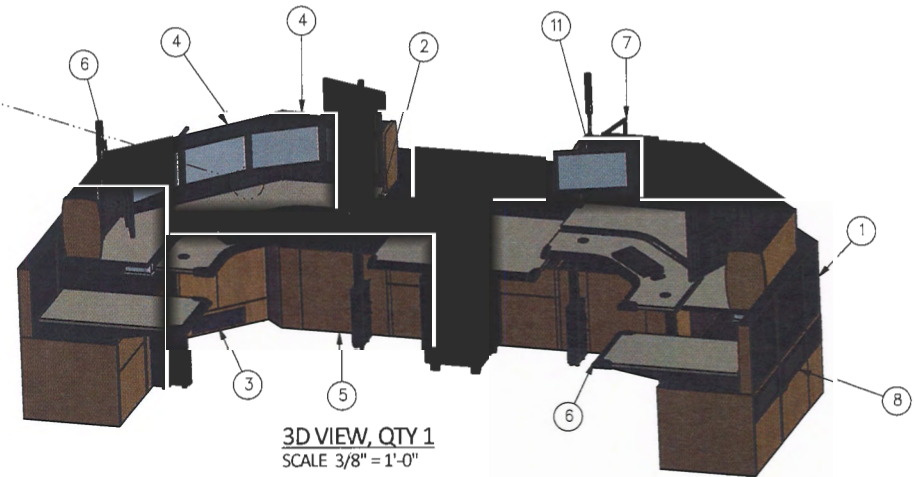
<p>REGISTERED TO ISO 9001:2008</p> <p>ISO 11064 ERGONOMIC DESIGN OF CONTROL CENTERS</p>	<p>EVANS</p> <p>PROPRIETARY STATEMENT: THIS DRAWING AND DESIGN ARE THE PROPERTY OF EVANS CONSOLES AND MUST NOT BE USED OR REPRODUCED WITHOUT THE COMPANY'S WRITTEN PERMISSION</p>	<p>www.evansonline.com</p> <p>CLIENT AUTHORIZATION FOR PRODUCTION</p>	<p>CLIENT / PROJECT</p> <p>COLUMBIA BOONE CO JCC</p>	<p>DRAWING</p> <p>3 OPS - TYP C</p>	<p>REVISION HISTORY</p> <table border="1"> <thead> <tr> <th>REV</th> <th>COMMENT</th> <th>DATE</th> <th>AUTHOR</th> </tr> </thead> <tbody> <tr> <td>F</td> <td>SIXTH RELEASE</td> <td>2/23/2016</td> <td>lsmth</td> </tr> <tr> <td>E</td> <td>FIFTH RELEASE</td> <td>1/28/2016</td> <td>JR</td> </tr> <tr> <td>D</td> <td>ADDED DIMS</td> <td>12/16/2015</td> <td>Rozonell</td> </tr> <tr> <td>C</td> <td>ADDED DIMS</td> <td>10/17/2014</td> <td>mlogan</td> </tr> <tr> <td>B</td> <td>LAYOUT CHANGES</td> <td>2/09/2014</td> <td>mlogan</td> </tr> <tr> <td>A</td> <td>INITIAL RELEASE</td> <td>04/09/2014</td> <td>JR</td> </tr> </tbody> </table>	REV	COMMENT	DATE	AUTHOR	F	SIXTH RELEASE	2/23/2016	lsmth	E	FIFTH RELEASE	1/28/2016	JR	D	ADDED DIMS	12/16/2015	Rozonell	C	ADDED DIMS	10/17/2014	mlogan	B	LAYOUT CHANGES	2/09/2014	mlogan	A	INITIAL RELEASE	04/09/2014	JR	<p>PRODUCT DISPATCH III</p> <p>DATE: 2/22/2016</p> <p>SCALE: AS SHOWN</p>	<p>FINISH HPL</p> <p>DRAWING NUMBER: 7 OF 17</p> <p>REV: F</p>
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<p>EVANS PROJECT NUMBER: U14-0226-301</p>					<p>SIGNATURE / DATE</p>	<p>LOCATION: COLUMBIA, MO</p>																													



PLAN VIEW
SCALE 3/8" = 1'-0"



POWER GROMMET
SCALE 3" = 1'-0"



3D VIEW, QTY 1
SCALE 3/8" = 1'-0"

NOTE: FOR P-SE EQUIPMENT LOCATION, SEE TYPICAL P-SE EQUIPMENT LOCATION FOR OPERATORS.

LEGEND		
ITEM	QTY	DESCRIPTION
1	/MODULE	FABRIC PARTITION
2	2	SIT/STAND DUAL WORKSURFACE WITH SOFT URETHANE NOSING (WS HT RANGE 28MIN-45.5MAX, INPUT PLATFORM HT RANGE 23MIN-45MAX)
3	2	FRONT PANEL WITH BLANK FORCE AIR HEATER COVER (FOR FUTURE FORCE AIR UNIT)
4	/LNFT	12" HIGH SLATWALL WITH HINGED HPL REAR PANEL
5	4	SLIDE OUT SHELF
6	2	URETHANE NOSING
7	2	SLATWALL MOUNTED TASK LIGHT
-	2	.MCD, POWERLINC BAR, 3X2
8	8	VENT FAN & GRILLE (FAN QTY AS PER QUOTATION)
9	1	MOBILE SHEETMETAL PEDESTAL, FILE/FILE (KEYED DIFFERENTLY) **OPTIONAL**
10	4	BYRNE GRMT, AXIL XZFM, 4 PORTS, (2PWR, 2ETHERNET), (BLACK),120" CORD
11	2	BUD LIGHT, SLATWALL MOUNTED, 5 LIGHTS
-	2	CPU (BY OTHERS)(MAX DIM 8Wx20.7Dx17.5H)
-	8	CPU (BY OTHERS)(MAX DIM 6.7Wx17.4Dx15.7H)



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CLIENT / PROJECT

COLUMBIA
BOONE CO JCC

DRAWING

2 OPS - TYP D

REVISION HISTORY

REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	teruth
E	FIFTH RELEASE	1/28/2016	JR
D	ADDED DIMS	12/16/2015	Rocemell
C	ADDED DIMS	10/17/2014	miogan
B	LAYOUT CHANGES	22/09/2014	miogan
A	INITIAL RELEASE	04/09/2014	JR

PRODUCT FINISH HPL

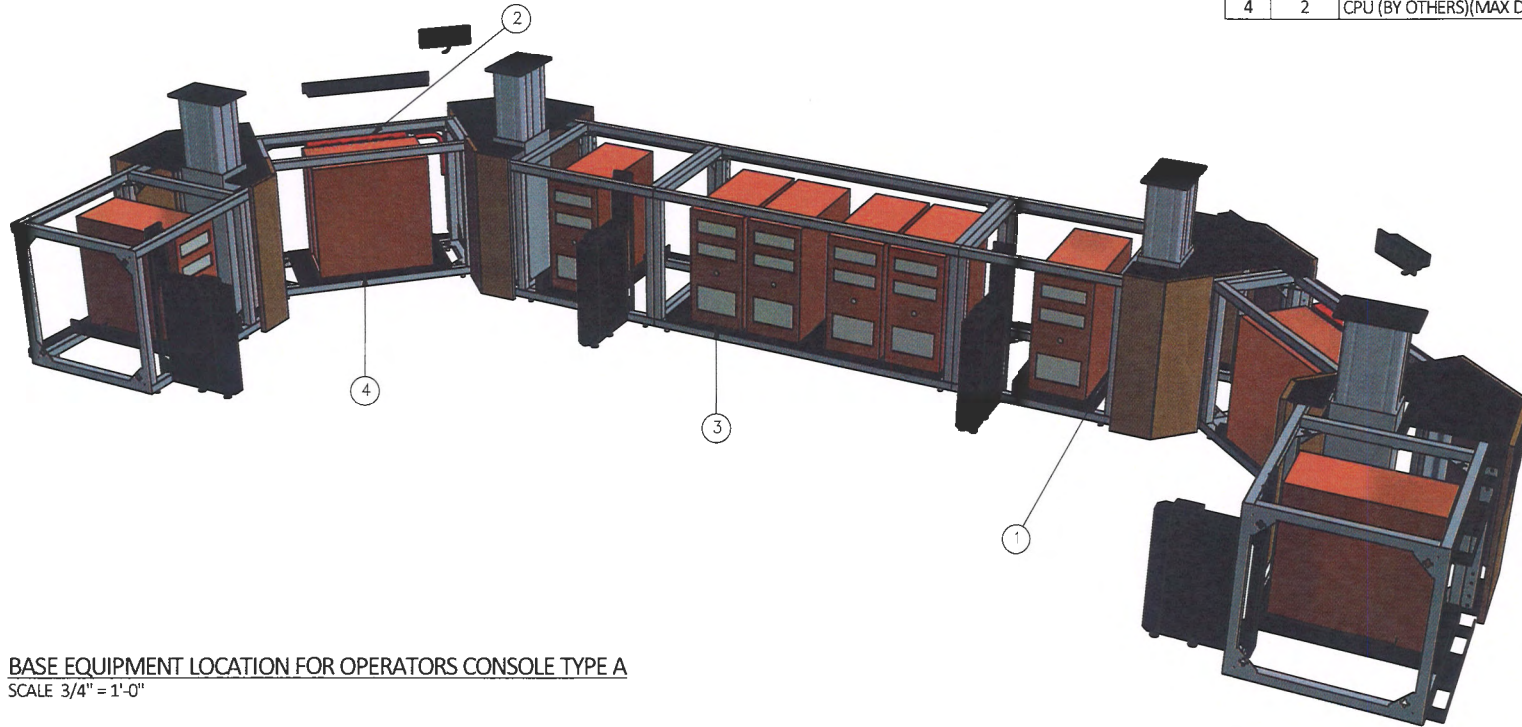
DATE 2/23/2016
SCALE AS SHOWN
DRAWING NUMBER 8 OF 17
REV F

EVANS PROJECT NUMBER
U14-0226-301

SIGNATURE / DATE

LOCATION: COLUMBIA, MO

LEGEND		
ITEM	QTY	DESCRIPTION
1	4	SLIDE OUT SHELF
2	2	.MCD, POWERLINC BAR, 3X2
3	8	CPU (BY OTHERS)(MAX DIM 6.7Wx17.4Dx15.7H)
4	2	CPU (BY OTHERS)(MAX DIM 8Wx20.7Dx17.5H)

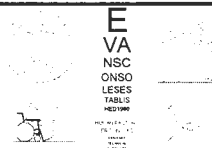


BASE EQUIPMENT LOCATION FOR OPERATORS CONSOLE TYPE A
SCALE 3/4" = 1'-0"



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COLUMBIA
BOONE CO JCC

LOCATION: COLUMBIA, MO

DRAWING

EQUIPMENT
STORAGE

REVISION HISTORY

REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	tmth
E	FIFTH RELEASE	1/28/2016	JR
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C	ADDED DIMS	10/17/2014	mlogan
B	LAYOUT CHANGES	2/26/2014	mlogan
A	INITIAL RELEASE	04/09/2014	JR

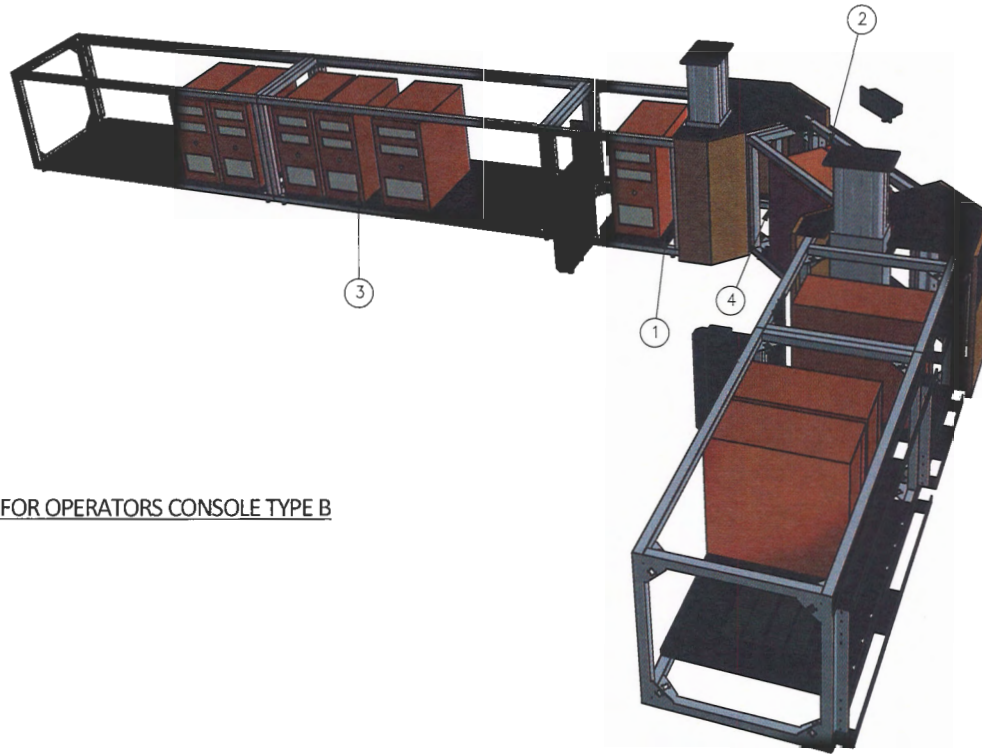
PRODUCT DISPATCH III FINISH HPL

DATE	DRAWING NUMBER	REV
2/23/2016	9 OF 17	F





EVANS PROJECT NUMBER

U14-0226-301

LEGEND		
ITEM	QTY	DESCRIPTION
1	2	SLIDE OUT SHELF
2	1	.MCD, POWERLINC BAR, 3X2
3	8	CPU (BY OTHERS)(MAX DIM 6.7Wx17.4Dx15.7H)
4	2	CPU (BY OTHERS)(MAX DIM 8Wx20.7Dx17.5H)

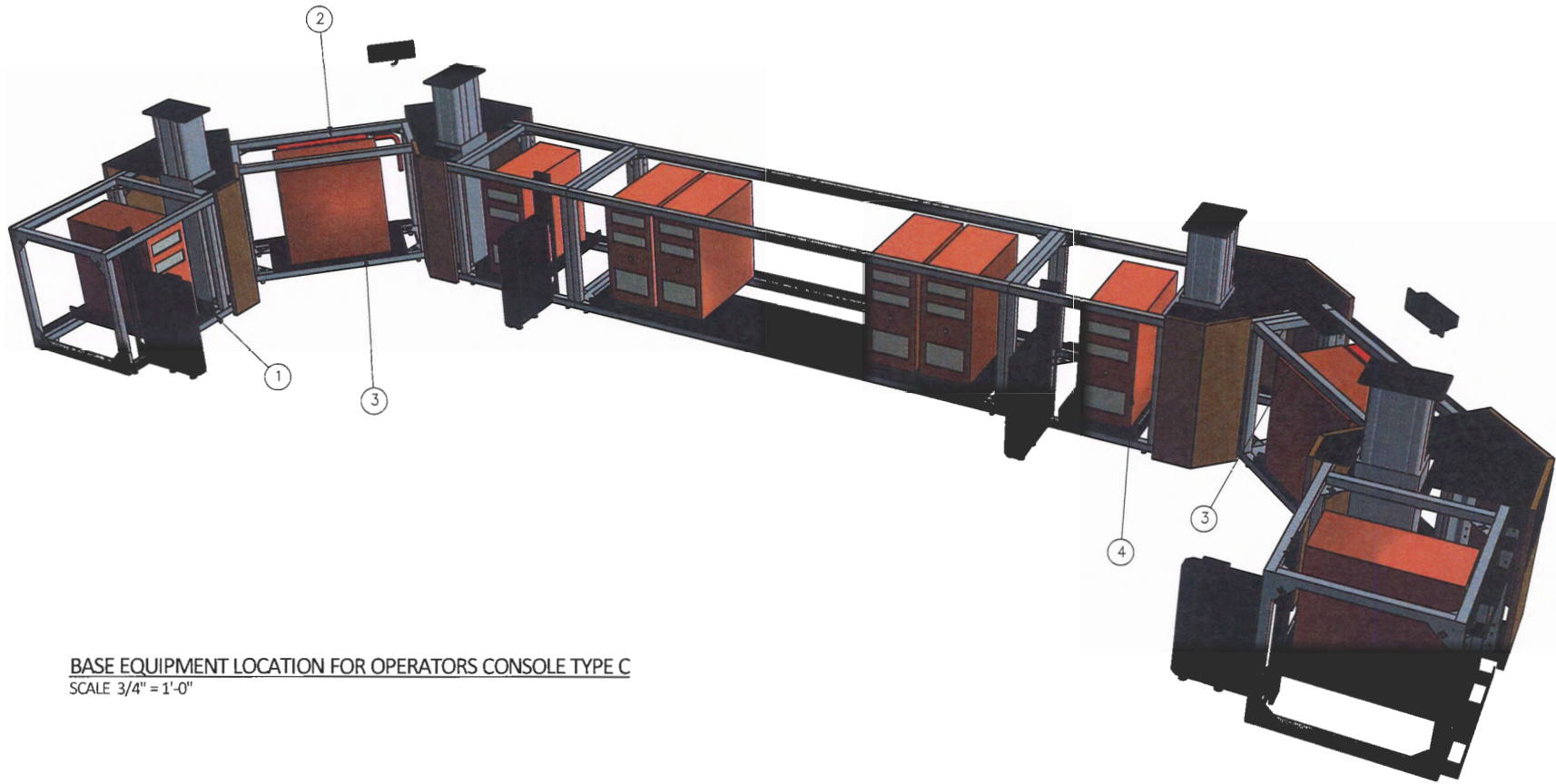


BASE EQUIPMENT LOCATION FOR OPERATORS CONSOLE TYPE B
SCALE 1:20



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DATE	DRAWING NUMBER	REV																																											
12/23/2016	10 OF 17	F																																											

EVANS PROJECT NUMBER
U14-0226-301

LEGEND		
ITEM	QTY	DESCRIPTION
1	4	SLIDE OUT SHELF
2	2	.MCD, POWERLINC BAR, 3X2
3	2	CPU (BY OTHERS)(MAX DIM 8Wx20.7Dx17.5H)
4	8	CPU (BY OTHERS)(MAX DIM 6.7Wx17.4Dx15.7H)



BASE EQUIPMENT LOCATION FOR OPERATORS CONSOLE TYPE C
 SCALE 3/4" = 1'-0"

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		SIGNATURE / DATE	LOCATION: COLUMBIA, MO	EQUIPMENT STORAGE	<table border="1"> <thead> <tr> <th>REV</th> <th>COMMENT</th> <th>DATE</th> <th>AUTHOR</th> </tr> </thead> <tbody> <tr> <td>F</td> <td>SIXTH RELEASE</td> <td>2/23/2016</td> <td>lm/mb</td> </tr> <tr> <td>E</td> <td>FIFTH RELEASE</td> <td>1/28/2016</td> <td>JR</td> </tr> <tr> <td>D</td> <td>ADDED DIMS</td> <td>12/16/2015</td> <td>Rooonnel</td> </tr> <tr> <td>C</td> <td>ADDED DIMS</td> <td>10/17/2014</td> <td>miogah</td> </tr> <tr> <td>B</td> <td>LAYOUT CHANGES</td> <td>2/20/2014</td> <td>miogah</td> </tr> <tr> <td>A</td> <td>INITIAL RELEASE</td> <td>04/09/2014</td> <td>JR</td> </tr> </tbody> </table>	REV	COMMENT	DATE	AUTHOR	F	SIXTH RELEASE	2/23/2016	lm/mb	E	FIFTH RELEASE	1/28/2016	JR	D	ADDED DIMS	12/16/2015	Rooonnel	C	ADDED DIMS	10/17/2014	miogah	B	LAYOUT CHANGES	2/20/2014	miogah	A	INITIAL RELEASE	04/09/2014	JR	DATE: 02/23/2016 SCALE: AS SHOWN
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B	LAYOUT CHANGES	2/20/2014	miogah																															
A	INITIAL RELEASE	04/09/2014	JR																															
						EVANS PROJECT NUMBER: U14-0226-301																												

LEGEND		
ITEM	QTY	DESCRIPTION
1	4	SLIDE OUT SHELF
2	2	.MCD, POWERLINC BAR, 3X2
3	2	CPU (BY OTHERS)(MAX DIM 10Wx18Dx18H)
4	8	CPU (BY OTHERS)(MAX DIM 8.5Wx18Dx18H)



BASE EQUIPMENT LOCATION FOR OPERATORS CONSOLE TYPE D
SCALE 3/4" = 1'-0"



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CLIENT / PROJECT

COLUMBIA
BOONE CO JCC

DRAWING

EQUIPMENT
STORAGE

REVISION HISTORY

REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	tamth
E	FIFTH RELEASE	1/28/2016	JR
D	ADDED DIMS	12/16/2015	Rocsmell
C	ADDED DIMS	10/17/2014	miogan
B	LAYOUT CHANGES	2/20/2014	miogan
A	INITIAL RELEASE	04/09/2014	JR

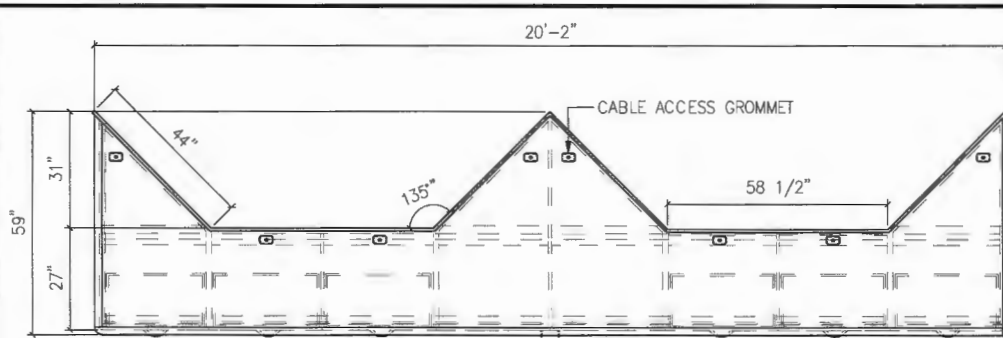
PRODUCT FINISH HPL

DATE	DRAWING NUMBER	REV
2/23/2016	12 OF 17	F
SCALE AS SHOWN		

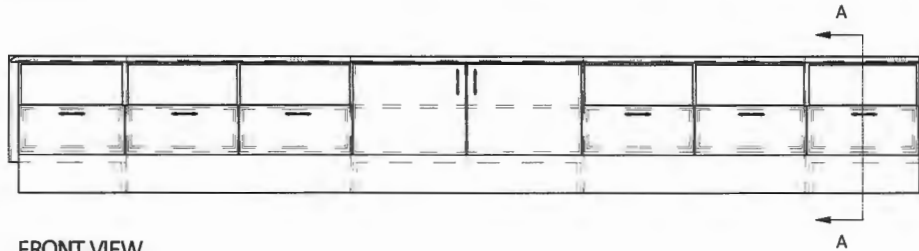
EVANS PROJECT NUMBER
U14-0226-301

SIGNATURE / DATE

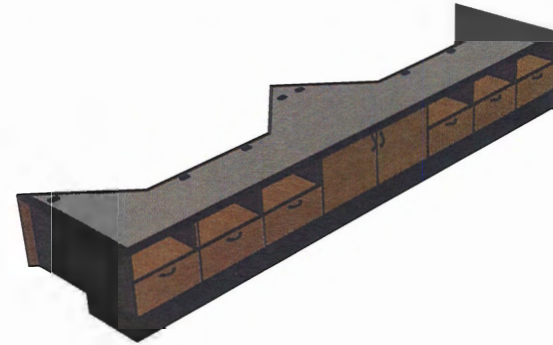
LOCATION: COLUMBIA, MO



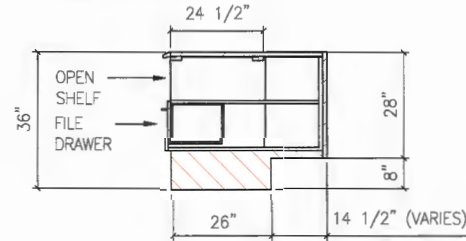
TOP VIEW
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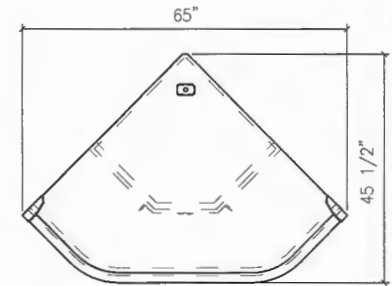
FRONT VIEW
SCALE 3/8" = 1'-0"



3D VIEW, QTY 1
SCALE 1/4" = 1'-0"



SECTION A-A
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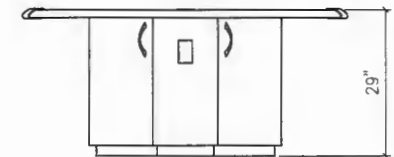


TOP VIEW
SCALE 1/2" = 1'-0"



SWITCH BY OTHERS
CUT OUT BY EVANS

3D VIEW, QTY 1
SCALE 1/2" = 1'-0"



FRONT VIEW
SCALE 1/2" = 1'-0"



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NSC
ONSO
LESSES
TABLES
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**COLUMBIA
BOONE CO JCC**

LOCATION: COLUMBIA, MO

DRAWING

**SUPERVISOR'S
MILLWORK**

REVISION HISTORY

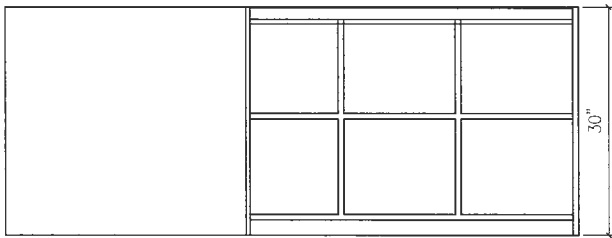
REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	tmth
E	FIFTH RELEASE	1/28/2016	JR
D	ADDED DIMS	12/16/2015	Roonnell
C	ADDED DIMS	10/17/2014	mlogan
B	LAYOUT CHANGES	22/09/2014	mlogan
A	INITIAL RELEASE	04/09/2014	JR

PRODUCT MILLWORK FINISH HPL

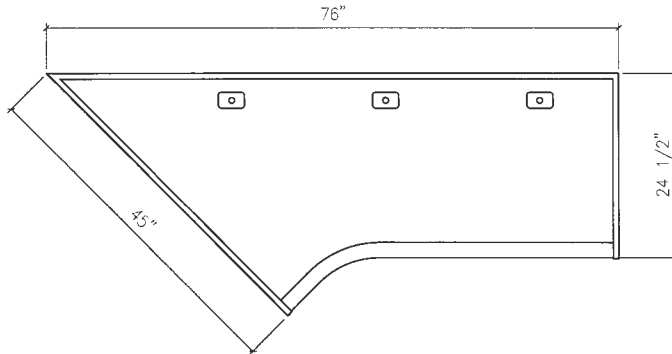
DATE	DRAWING NUMBER	REV
2/23/2016	13 OF 17	F

EVANS PROJECT NUMBER

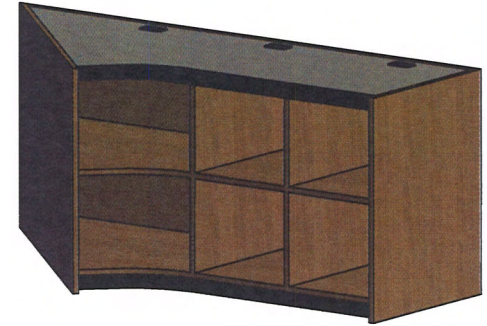
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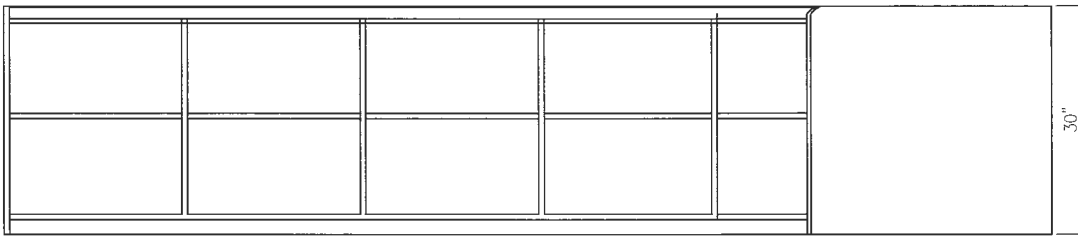
FRONT VIEW
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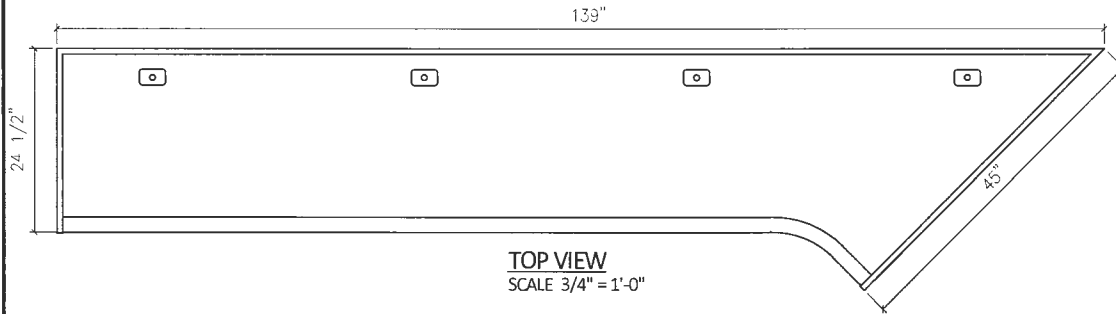
TOP VIEW
SCALE 3/4" = 1'-0"



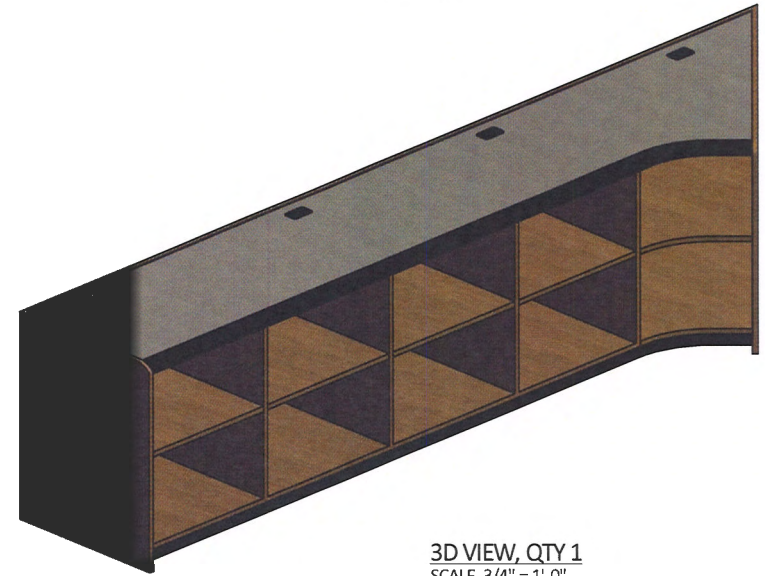
3D VIEW, QTY 1
SCALE 3/4" = 1'-0"



FRONT VIEW
SCALE 3/4" = 1'-0"



TOP VIEW
SCALE 3/4" = 1'-0"



3D VIEW, QTY 1
SCALE 3/4" = 1'-0"



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CLIENT / PROJECT

COLUMBIA
BOONE CO JCC

DRAWING

SUPERVISOR'S
MILLWORK 2

REVISION HISTORY

REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	tkm/tn
E	FIFTH RELEASE	1/28/2016	JR
D	ADDED DIMS	12/16/2015	Rocconell
C	ADDED DIMS	10/17/2014	mlogan
B	LAYOUT CHANGES	2/20/2014	mlogan
A	INITIAL RELEASE	04/09/2014	JR

PRODUCT

DATE

2/23/2016

SCALE

AS SHOWN

FINISH

HPL

DRAWING NUMBER

14 OF 17

REV

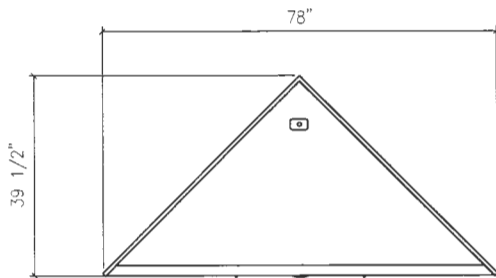
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EVANS PROJECT NUMBER

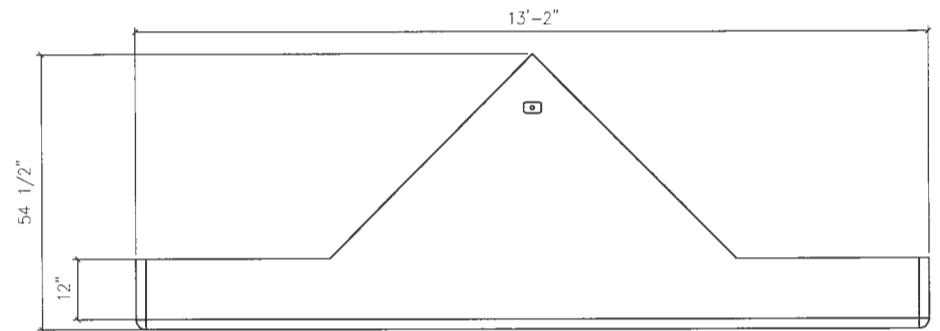
U14-0226-301

SIGNATURE / DATE

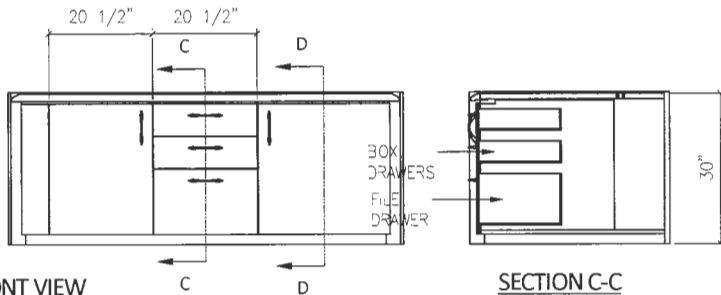
LOCATION: COLUMBIA, MO



TOP VIEW
SCALE 1/2" = 1'-0"

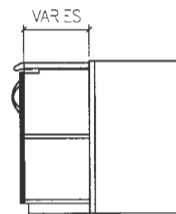


TOP VIEW
SCALE 1/2" = 1'-0"

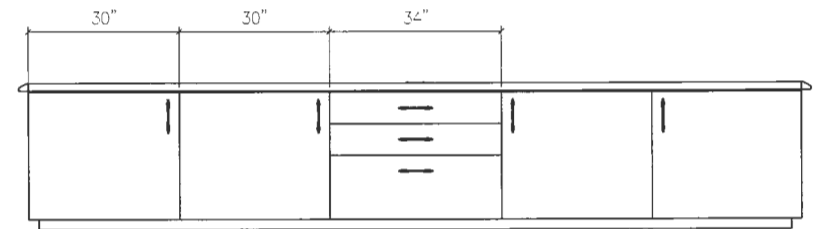


FRONT VIEW
SCALE 1/2" = 1'-0"

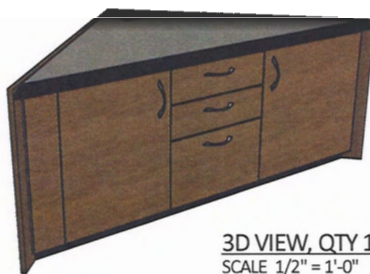
SECTION C-C
SCALE 1/2" = 1'-0"



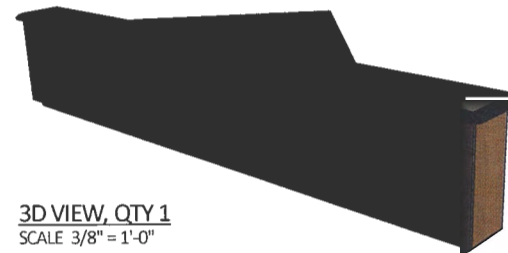
SECTION D-D
SCALE 1/2" = 1'-0"



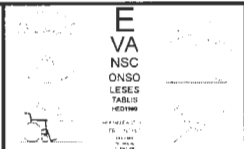
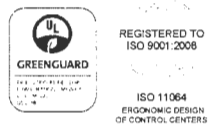
FRONT VIEW
SCALE 1/2" = 1'-0"



3D VIEW, QTY 1
SCALE 1/2" = 1'-0"



3D VIEW, QTY 1
SCALE 3/8" = 1'-0"



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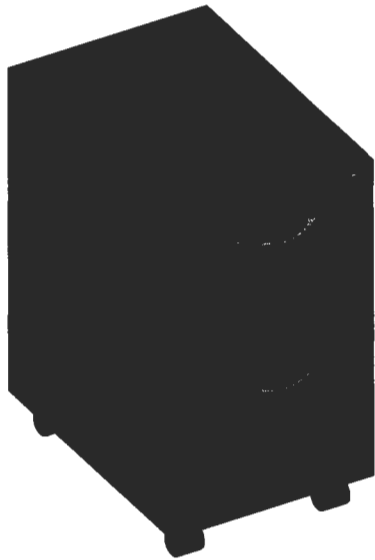
CLIENT AUTHORIZATION FOR PRODUCTION
SIGNATURE / DATE

CLIENT / PROJECT
**COLUMBIA
BOONE CO JCC**
LOCATION: COLUMBIA, MO

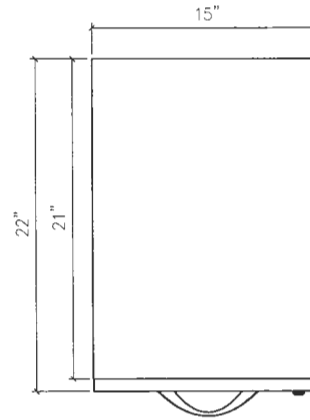
DRAWING
**OPERATOR'S
CREDENZA**

REVISION HISTORY			
REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	lsmith
E	FIFTH RELEASE	1/28/2016	JR
D	ADDED DIMS	12/18/2015	Roconnell
C	ADDED DIMS	10/17/2014	mioghan
B	LAYOUT CHANGES	2/20/2014	mioghan
A	INITIAL RELEASE	04/09/2014	JR

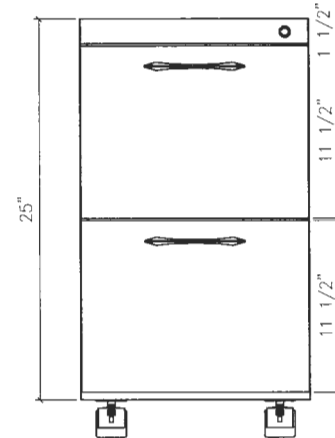
PRODUCT	FINISH	DRAWING NUMBER	REV
MILLWORK	HPL	15 OF 17	F
EVANS PROJECT NUMBER U14-0226-301			



3D VIEW, QTY:15
SCALE 1 1/2" = 1'-0"



PLAN VIEW
SCALE 1 1/2" = 1'-0"

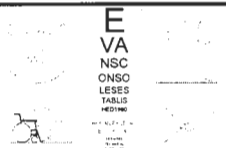


ELEVATION VIEW
SCALE 1 1/2" = 1'-0"



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DRAWING

COLUMBIA
BOONE CO JCC

MOBILE
PEDESTAL

REVISION HISTORY

REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	tamih
E	FIFTH RELEASE	1/28/2016	JR
D	ADDED DIMS	12/16/2015	Roconnell
C	ADDED DIMS	10/17/2014	mlogan
B	LAYOUT CHANGES	22/09/2014	mlogan
A	INITIAL RELEASE	04/08/2014	JR

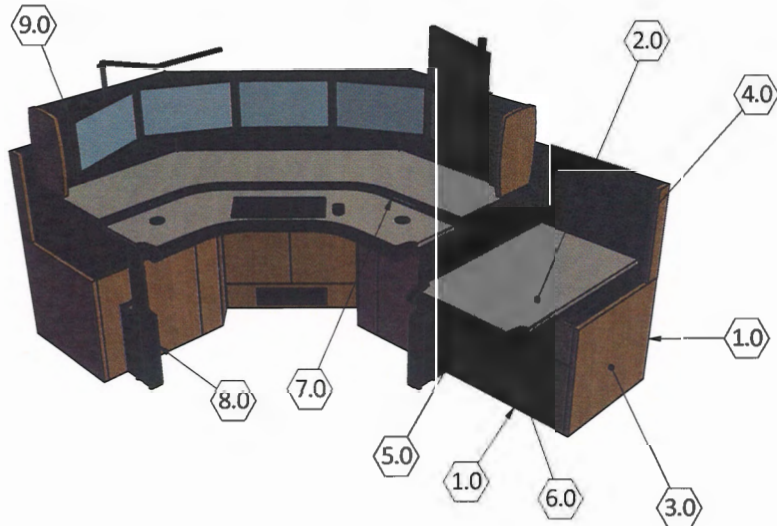
PRODUCT FINISH

DATE	DRAWING NUMBER	REV
2/23/2016	16 OF 17	F

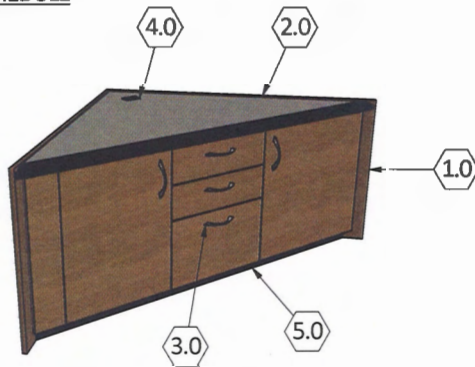
EVANS PROJECT NUMBER
U14-0226-301

SIGNATURE / DATE

LOCATION: COLUMBIA, MO



CONSOLE FINISH SCHEDULE
SCALE 1/2" = 1'-0"



MILLWORK FINISH SCHEDULE
SCALE 1/2" = 1'-0"

DISPATCH III HIGH PRESSURE LAMINATE
CONSOLE FINISH SCHEDULE

1.0 FRONT AND REAR ENCLOSURE PANELS:	TUSCAN WALNUT
2.0 WORK SURFACE	CANYON ZEPHYR
3.0 END PANEL	TUSCAN WALNUT
4.0 FABRIC PARTITION:	ONYX
5.0 NOSING - SOFT URETHANE NOSING	BLACK
6.0 NOSING END CAPS - SHEET METAL WITH PVC EDGE:	BLACK
7.0 ELECTRIC SUPPORT LEGS (REAR)	SILVER
8.0 ELECTRIC SUPPORT LEGS (FRONT)	BLACK
9.0 SLATWALL	BLACK

NOTE: ALL INTERIOR FACES OF PRESTIGE COLLECTION PANELS ARE FINISHED WITH CLASSIC COLLECTION WILSONART BLACK

TYPICAL CONSOLES ARE SHOWN ONLY

MILLWORK HIGH PRESSURE LAMINATE
MILLWORK FINISH SCHEDULE

1.0 ENCLOSURE PANELS	TUSCAN WALNUT
2.0 WORK SURFACE	CANYON ZEPHYR
3.0 DOOR HANDLE	SATIN NICKEL
4.0 GROMMET	BLACK
5.0 BASE	BLACK

TYPICAL MILLWORK ARE SHOWN ONLY



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**COLUMBIA
BOONE CO JCC**

LOCATION: COLUMBIA, MO

DRAWING
**FINISH
SCHEDULE**

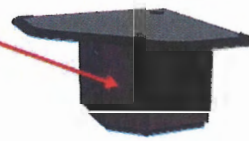
REVISION HISTORY			
REV	COMMENT	DATE	AUTHOR
F	SIXTH RELEASE	2/23/2016	tmth
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D	ADDED DIMS	12/18/2015	Rocconell
C	ADDED DIMS	10/17/2014	mlogan
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PRODUCT DISPATCH III	FINISH HPL
DATE 2/23/2016	DRAWING NUMBER 17 OF 17
SCALE AS SHOWN	REV F
EVANS PROJECT NUMBER U14-0226-301	

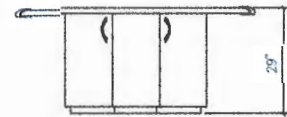
Additional Design Details

Cutout location for customer supplied switch. We will need the cutout dimensions / specs to properly cut this in the factory. All switch, mounting, and wiring by others.

It could be added here between the two doors up towards the top under the work surface



3D VIEW, QTY 1
SCALE 1/2" = 1'-0"



FRONT VIEW
SCALE 1/2" = 1'-0"

Specs on the stack light: 5 light / continuous light (no alarm) / silver stack / RYGBC color stack/24VAC/DC/ slat wall mounting bracket



Signature for approval:

Date:

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/ or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

1.0 Quotation

- 1.1 Unless otherwise stated, the Quotation prices are valid for ninety (90) days and freight and installation prices are valid for thirty (30) days from the date of the Quotation.
- 1.2 The prices in the Quotation are valid for Work shipped or completed within twelve (12) months from the date of the confirmed order (the "Purchase Order"). Evans reserves the right to revise or adjust pricing, in their sole discretion, on orders not shipped or completed within the twelve (12) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation Quotation.

2.0 Price and Payment

- 2.1 Except as otherwise agreed in writing by the parties, the prices of the Work shall be paid as per the following payment terms:
 - 50% upon contract execution / 50% upon installation completion and approval. * if project is delayed past 60 days 40% will be invoiced leaving 10% to be invoiced upon completion and approval of project.
 - One point 5 percent (1.5%) late payment penalty shall be applied per calendar month per payment if payment not received within 30 days of invoice issuance.
- 2.2 For Purchase Orders which require the Work to be shipped and or installed outside of Canada or the United States, credit approval from a third party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans in their sole discretion. Payment must be provided through an irrevocable letter of credit (the "ILC"). The terms of the ILC shall be:
 - The ILC shall be in the English language and all supporting or related documents requiring execution shall also be in English;
 - The ILC shall be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
 - The expiry of the ILC must extend at least six (6) months past the installation or shipping date set out in the Quotation, whichever is later; and
 - All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, statement of compliance to product specification.
- 2.3 The Quotation price includes all transportation, carriage and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.4 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order, and may result in an amendment to the Quotation to consider any additional costs incurred.
- 2.5 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada Evans is required by law to collect the appropriate provincial, state and municipal State sales and use taxes at the time of invoice, for the products supplied. Evans will require a certificate of tax exemption prior to the time of invoicing if applicable to this procurement. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes or any other taxes at the shipping destination are the sole responsibility of the Buyer.

3.0 Scheduling

- 3.1 Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in 2.1.1., and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2 Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope and shipping destination will affect the project schedule.

4.0 Packing

- 4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2 At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight or less than truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or change order for any additional services.

5.0 Shipment and Storage

- 5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments or off-site storage of the products, Evans will provide a revised Quotation or change order for the additional services.
- 5.2 Evans follows the international trade terms under INCOTERMS 2010.
- 5.3 When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms shall be CIP (carriage, insurance paid to) named destination point. Title and risk shall pass to the Buyer when the Work delivered to the carrier by.
- 5.4 If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor shall determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.
- 5.5 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.
- 5.6 If the Buyer is responsible for shipping the Work, the shipping term will be ex works (named place of delivery) as defined in Incoterms 2010. Evans will place the Work on Evans' loading dock, suitably packaged for export shipment. The Buyer shall communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for damages during loading, transport or off-loading.

5.7 The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five (15 to 25) degrees Celsius or sixty to seventy (60-75) degrees Fahrenheit and between forty-five to fifty-five percent (45 to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.

6.0 Site Preparation and Installation

- 6.1 The Buyer shall make the destination and/ or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way effect or impact the installation of the Work must be complete.
- 6.2 The Buyer shall appoint a representative who will be available at the Site to direct Evans installation team regarding security, site safety and Work placement.
- 6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.
- 6.4 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by Evans at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.
- 6.5 All installations of the Work must be performed by an authorized Evans Representative or an Evans' certified dealer (collectively the "Installer"). For Purchase Orders made excluding installation services, it is understood that Evans products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by Evans, they shall execute an installation waiver in favor of Evans. If the Buyer is a dealer not certified by Evans to act as an Installer, the Buyer is required to use an Installer.

7.0 Changes

- 7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Changes").
- 7.2 All Changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue Changes to the Purchase Order. If any Change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and Evans will provide a revised Quotation or change order for the adjustment.

8.0 Buyer Acceptance

- 8.1 Upon completion of the installation, the Buyer shall arrange for a representative to receive a product demonstration and training on the operation and maintenance of the installed Work.
- 8.2 Upon completion of the installation of the Work, a report will produced by the installer and will be executed by the Buyer's representative signifying acceptance of the installed Work subject

to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office with 48 hours of installation completion. All Installers must provide a signed acceptance from the Buyer to Evans.

9.0 Evans Warranty

- 9.1 Unless otherwise stated in the Quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:
 - LIFETIME WARRANTY on all fixed structural frame components;
 - LIFETIME WARRANTY on all static exterior panels and work surface components parts; with 5 years for labor;
 - LIFETIME WARRANTY on all adjustable, sliding or hinged mechanisms or parts; with 5 years for labor;
 - OEM (original equipment manufacturer) warranty on all buyouts, and 5 years on all Evans branded E-accessory products (unless specifically defined by product line);
 - 5 YEAR WARRANTY on electrical actuated lift columns;
 - 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system; and
 - 3 YEAR PRODUCT WARRANTY on Evans' EnviroLinc™ system.
- 9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site. Notification of any defect or failure must be delivered in writing to Evans within the applicable warranty period. In the event that a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans shall not be obligated to provide any warranty to the Work.
- 9.3 At Evans option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 9.5 below, the decision is binding and final upon the Buyer.
- 9.4 The warranty periods shall not be extended or modified due to any warranty claims, repairs or replacements made under this section 9.
- 9.5 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.
- 9.6 The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia based cleaners are used on the Work.
- 9.7 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third party software.
- 9.8 The provision of installation labor is at the sole discretion of Evans, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of Evans' custom-fabricated products.
- 9.9 Rights and benefits of this section 9 are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.

10.0 Confidentiality

- 10.1 The Buyer agrees to maintain confidentiality with regard to secret, confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and shall require the similar undertaking from any employees, subcontractors, representatives or agents. Any drawings, plans and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, shall be confidential and shall not be used for any purpose other than performing this contract. Such

confidential information shall not be reproduced or copied by the Buyer without Evans written consent and shall remain the sole property of Evans, even upon completion of the Work and Purchase Order.

11.0 Jurisdiction

- 11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.
- 11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

- 12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.
- 12.2 Evans does not provide professional architectural, electrical engineering, mechanical engineering or structural engineering services. Evans shall be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.
- 12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT SHALL EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

- 13.1 If, by reason of a force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the event then claimed, and such party shall endeavor to remove or overcome such inability with all reasonable diligence. The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the force majeure.
- 13.2 Each party shall take all commercially reasonable steps to mitigate any loss or damages as a result of the force majeure.
- 13.3 The Buyer shall pay for the portion of the Work completed and/ or delivered up until the point of delay by force majeure.

14.0 Termination

- 14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within 10 days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and Buyer will be responsible for any costs incurred by Evans

in their performance under the Purchase Order to the date of termination.

- 14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

15.0 Waiver

- 15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival & Severability

- 16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9, 10, 11, 12, 15 and 17.
- 16.2 If any provision of these terms and conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these terms and conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 TAXES AND DUTIES – ONLY APPLICABLE FOR U.S. ORDERS

- 17.1 Evans is required by US Federal law to provide a federal tax identification number on all shipments delivered within the United States of America. This information must be included in the Purchase Order prior to shipment of any Work.
- 17.2 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and Evans acknowledge and agree that as of the date of the Quotation that no duties, levies, import charges or assessments are levied or assessed by the Government of the United States of America on the importation of the goods and services described in the Quotation into the United States of America and accordingly, the price does not include any duties, levies, import charges or assessments levied or imposed by the Government of the United States of America upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government of the United States of America upon the importation into the United States of America of the Work shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by Evans, they shall be reimbursed by the Buyer to Evans upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from Evans' manufacturing facility in Calgary, Alberta, Canada to the designated place or places for delivery specified in the Quotation.

rev. February 20, 2014

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
EVANS CONSOLES INCORPORATED
Vienna, Virginia

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Evans Consoles Incorporated** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1577 Spring Hill Road, Suite 450, Vienna, Virginia 22182.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a 9-1-1 Equipment & Emergency Notification Software and Services Contract to become effective as of July 1, 2014, and to continue through June 30, 2016 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of 9-1-1 Equipment & Emergency Notification Software and Services offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell 9-1-1 Equipment & Emergency Notification Software and Services through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **EC07-14**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **EC07-14**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

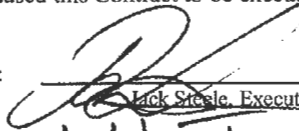
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

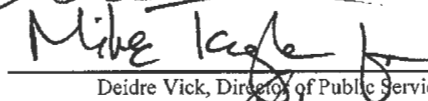
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas:



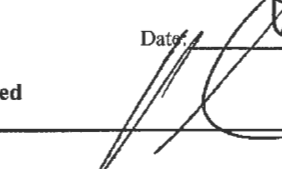
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas:



Deidre Vick, Director of Public Services
Date: 6/4, 2014

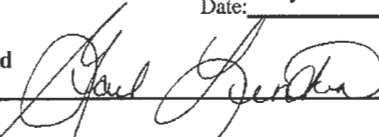
Signed for Evans Consoles Incorporated Vienna, Virginia:



Richard Game, Executive Vice President: Business Development
Printed Name & Title: _____

Date: May 23, 2014

Attest for Evans Consoles Incorporated Vienna, Virginia:



Gail Linton, Vice President: Human Resources
Printed Name & Title: _____

Date: May 23, 2014



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

DISPATCH™ STANDARD FEATURES: - Sheet Metal Structure - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings
--

EVANS				Discount %		
ITEM				(inclusive of		HGAC
NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	Order Processing Charge)	OFFERED PRICE	
OUTER MODULES						
Dispatch Desktop Outer Modules						
1	DP3-DT-FD-OM-18	18" (457mm) wide Desktop Module w/Front and Rear Hinged Panels with integrated 2 tier cable mgmt	712.00	15%	605.20	
2	DP3-DT-FD-OM-24	24" (610mm) wide Desktop Module w/Front and Rear Hinged Panels with integrated 2 tier cable mgmt	951.00	15%	808.35	
3	DP3-DT-FD-OM-30	30" (762mm) wide Desktop Module w/Front and Rear Hinged Panels with integrated 2 tier cable mgmt	1,189.00	15%	1,010.65	
CENTER MODULES						
Dispatch Desktop Inner Modules						
4	DP3-DT-RD-IM-30	30" (762mm) wide Desktop Module w/Front and Rear Hinged Panels with integrated 2 tier cable mgmt.	782.00	15%	664.70	
5	DP3-DT-RD-IM-36	36" (914mm) wide Desktop Module w/Front and Rear Hinged Panels with integrated 2 tier cable mgmt.	948.00	15%	805.80	
6	DP3-DT-RD-IM-42	42" (914mm) wide Desktop Module w/Front and Rear Hinged Panels with integrated 2 tier cable mgmt.	1,097.00	15%	932.45	
CORNER MODULES						
Dispatch Desktop Corners						
7	DP3-DT-FD-CM-0	0° Desktop Short Corner Full Depth Module (for straight configuration)	698.00	15%	593.30	
8	DP3-DT-FD-CM-30	30° Desktop Short Corner Full Depth Module	698.00	15%	593.30	
9	DP3-DT-FD-CM-45	45° Desktop Short Corner Full Depth Module	698.00	15%	593.30	
STRAIGHT BRIDGING UNITS						
10	DP3-STB-18	18" Straight bridging unit (with integrated cable mgmt)	1,057.00	15%	898.45	
11	DP3-STB-24	24" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	1,267.00	15%	1,076.95	
12	DP3-STB-30	30" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	1,514.00	15%	1,286.90	
13	DP3-STB-48	48" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	1,817.00	15%	1,544.45	
14	DP3-STB-60	60" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	2,150.00	15%	1,827.50	
15	DP3-STB-72	72" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	2,523.00	15%	2,144.55	
CORNER BRIDGING UNITS						
16	DP3-SCB-45-Door	45° reverse short corner bridging unit (with integrated cable mgmt) with closed door & shelves	1,511.00	15%	1,284.35	
17	DP3-SCB-45-Open	45° reverse short corner bridging unit (with integrated cable mgmt) with black support leg	1,097.00	15%	932.45	
18	DP3-SCB-45-Shelf	45° reverse short corner bridging unit (with integrated cable mgmt) with open shelves	1,343.00	15%	1,141.55	
19	DP3-SCB-90-Door	90° reverse short corner bridging unit (with integrated cable mgmt) with closed door & shelves	2,199.00	15%	1,869.15	
20	DP3-SCB-90-Open	90° reverse short corner bridging unit (with integrated cable mgmt) with black support leg	1,579.00	15%	1,342.15	
21	DP3-SCB-90-Shelf	90° reverse short corner bridging unit (with integrated cable mgmt) with open shelves	1,937.00	15%	1,646.45	
MODULES OPTIONS						
22	DP3-SH-DMVF	Door Mounted Ventilation Fan Kit (36 CFM; 12VDC)(per equipment bay)	260.00	15%	221.00	

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

DISPATCH™ STANDARD FEATURES: - Sheet Metal Structure - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings
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EVANS			Discount %	HGAC	
ITEM			(inclusive of	OFFERED	
NO.	H-GAC Product Codes	DESCRIPTION	LIST	ORDER PROCESSING	
			PRICE	CHARGE)	
				PRICE	
PARTITION SYSTEM					
23	DP3-FWPS-18	Partition System - with clip-on fabrics; positioned at rear of console, 18" module. Overall height 43" from floor	144.00	15%	122.40
24	DP3-FWPS-24	Partition System - Steel structure with clip-on fabric; positioned at rear of console, 24" module. Overall height 43" from floor	192.00	15%	163.20
25	DP3-FWPS-30	Partition System - Steel structure with clip-on fabric; positioned at rear of console, 30" module. Overall height 43" from floor	238.00	15%	202.30
26	DP3-FWPS-36	Partition System - Steel structure with clip-on fabric; positioned at rear of console, 36" module. Overall height 43" from floor	286.00	15%	243.10
27	DP3-FWPS-42	Partition System - Steel structure with clip-on fabric; positioned at rear of console, 42" module. Overall height 43" from floor	310.00	15%	263.50
28	DP3-FWPS-48	Partition System - Steel structure with clip-on fabric; positioned at rear of console, 48" module. Overall height 43" from floor	335.00	15%	284.75
29	DP3-FWPS-60	Partition System - Steel structure with clip-on fabric; positioned at rear of console, 60" module. Overall height 43" from floor	431.00	15%	366.35
30	DP3-FWPS-72	Partition System - Steel structure with clip-on fabric; positioned at rear of console, 72" module. Overall height 43" from floor	527.00	15%	447.95
31	DP3-FWPS-CNR	Partition System - Steel structure with clip-on fabric; positioned at rear of console, Corner module. Overall height 43" from floor	122.00	15%	103.70
32	DP3-LWPS-18	Partition System - Steel structure with laminated panels; positioned at rear of console, 18" module. Overall height 43" from floor	144.00	15%	122.40
33	DP3-LWPS-24	Partition System - Steel structure with laminated panels; positioned at rear of console, 24" module. Overall height 43" from floor	192.00	15%	163.20
34	DP3-LWPS-30	Partition System - Steel structure with laminated panels; positioned at rear of console, 30" module. Overall height 43" from floor	238.00	15%	202.30
35	DP3-LWPS-36	Partition System - Steel structure with laminated panels; positioned at rear of console, 36" module. Overall height 43" from floor	286.00	15%	243.10
36	DP3-LWPS-42	Partition System - Steel structure with laminated panels; positioned at rear of console, 42" module. Overall height 43" from floor	310.00	15%	263.50
37	DP3-LWPS-48	Partition System - Steel structure with laminated panels; positioned at rear of console, 48" module. Overall height 43" from floor	335.00	15%	284.75
38	DP3-LWPS-60	Partition System - Steel structure with laminated panels; positioned at rear of console, 60" module. Overall height 43" from floor	431.00	15%	366.35
39	DP3-LWPS-72	Partition System - Steel structure with laminated panels; positioned at rear of console, 72" module. Overall height 43" from floor	527.00	15%	447.95
40	DP3-LWPS-CNR	Partition System - Steel structure with laminated panels; positioned at rear of console, Corner module. Overall height 43" from floor	122.00	15%	103.70
41	DP3-AC-PNL	Eykon - PolyPhon (tm) Polyester Acoustical 1" NRC 0.75 (per panel)	116.00	15%	98.60
SLATWALL / PANELING SYSTEM					

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

DISPATCH™ STANDARD FEATURES: - Sheet Metal Structure - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings
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EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)	HGAC OFFERED PRICE
42	DP3-SPS-ST-6	6" High Slatwall on a 3.5" base with brushed grommet front access (1 per module) & internal cable mgmt - Includes Sheetmetal Rear Cover (per linear ft.)	195.00	15%	165.75
43	DP3-SPS-ST-12	12" High Slatwall on a 3.5" base with brushed grommet front access (1 per module) & internal cable mgmt - Includes Sheetmetal Rear Cover (per linear ft.)	280.00	15%	238.00
END TREATMENTS					
44	DP3-FD-CL-NA-EPAN-	Full Depth End Panel, Left Hand (without accent)	524.00	15%	445.40
45	DP3-FD-CL-NA-EPAN-	Full Depth End Panel, Right Hand (without accent)	524.00	15%	445.40
46	DP3-FD-CL-SA-EPAN-	Full Depth End Panel, Left Hand (with accent)	601.00	15%	510.85
47	DP3-FD-CL-SA-EPAN-	Full Depth End Panel, Right Hand (with accent)	601.00	15%	510.85
48	DP3-FD-CL-EA-EPAN-	Full Depth End Panel, Left Hand (exotic accent)	916.00	15%	778.60
49	DP3-FD-CL-EA-EPAN-	Full Depth End Panel, Right Hand (exotic accent)	916.00	15%	778.60
50	DP3-PSU-BF-LH	Integrated 2-Drawer Personal Storage Unit (Box/File), Left Hand	788.00	15%	669.80
51	DP3-PSU-BF-RH	Integrated 2-Drawer Personal Storage Unit (Box/File), Right Hand	788.00	15%	669.80
WORK SURFACES					
Dispatch Work Surface Options					
52	DP3-WS-F-ADJUSTSPWS-C	Cockpit style, Monitor Platform Full Lift, Single Piece Worksurface. Comes standard with 1.5" rubber ergonomic nosing.	866.00	15%	736.10
53	DP3-WS-F-ADJUSTSPWS-S	Straight style, Monitor Platform Full Lift, Single Piece Worksurface. Comes standard with 1.5" rubber ergonomic nosing.	703.00	15%	597.55
54	DP3-WS-F-ILCADJUSTKBP-C	Cockpit style, Monitor Platform Full Lift (One Rear Work surface with a full length front adjustable keyboard platform using independent lift columns). Comes standard with 1.5" rubber ergonomic nosing.	924.00	15%	785.40
55	DP3-WS-F-ILCADJUSTKBP-S	Straight style, Monitor Platform Full Lift (One Rear Work surface with a full length front adjustable keyboard platform using independent lift columns). Comes standard with 1.5" rubber ergonomic nosing.	767.00	15%	651.95
56	DP3-CUWSE	Premium Injection Molded Soft Urethane work surface front nosing (lin.ft)	61.00	15%	51.85
LIFT COLUMNS					
Lift Options					
57	DP3-LC-2-HD	Two heavy duty Lift Columns with control equipment - Main Platform	1,850.00	15%	1,572.50
58	DP3-LC-3-HD	Three heavy duty Lift Columns with control equipment - Main Platform	2,575.00	15%	2,188.75
59	DP3-LC-4-HD	Four heavy duty Lift Columns with control equipment - Main Platform	3,300.00	15%	2,805.00
60	DP3-LC-2-LD	Two light duty Lift Columns with control equipment - Input Platform option - includes integrated pressure safety switch	1,085.00	15%	922.25
61	DP3-CM-SSW	Enhanced contact safety feature (per module, mandatory)	185.00	15%	157.25
FEATURES & FINISHING UPGRADE					
62	DP3-CPC	Custom Powdercoat Colors	1,136.00	15%	965.60
63	DP3-CNSL-RST-KT	Console Restraint Kit; Includes Nylon Equipment Strapping, Floor Anchor Brackets and Front and Rear Panel Locks (Keyed Alike). Per 24" or 30" bay. Not applicable to Corner Modules. NOTE: Anchor Bracket supplied by Evans, fastening to floor by others	300.00	15%	255.00
64	DP3-FLR-ANCHOR	Floor Anchor Bracket Kit (per module); NOTE: Bracket supplied by Evans, fastening to floor by others	116.00	15%	98.60
EQUIPMENT SUPPORT SOLUTIONS					

Attachment "A"
Vendor: Evans Consoles Incorporated
Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

DISPATCH™ STANDARD FEATURES:
 - Sheet Metal Structure
 - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings

EVANS			Discount %	
ITEM			(inclusive of	HGAC
NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	ORDERED PRICE
Equipment Support Shelves				
65	DP3-SHELF-FIXED	Fixed processor shelves	193.00	164.05
66	DP3-SHELF-SLIDE	Slide-out processor shelf	224.00	190.40
Internal Rackmount Kits				
67	DP3-FD-RM-2PT	2 Point Rackmount Kit (rails & mounting hardware only). Full depth or Reduced depth	378.00	321.30
ACCESSORIES				
68	DP3-FOOTREST	Footrest by Rubbermaid, M465, part # I067394	116.00	98.60
69	DP3-FSRMT	Freestanding Rackmount turret; sheet metal with powdercoat finish; lower keyboard slot with mounting for 11RU above	805.00	684.25
Electrical Features				
70	DP3-PBAR	Internal Mounted 120 V, 15 amp., 6 Outlet , Power Bar with 6' Grounded Powercord (CSA/UL Rated).	62.00	52.70
71	DP3-LP-PBAR	Undercounter low profile powerbar with 6 outlets.	62.00	52.70
72	DP3-DT-TSKL-LED	Tasklight by Konzept, Z-Bar Model with extended arm length, Black Finish, High Power Daylight LED Lamps (40,000 lamp life), 4 Step Dimmer, adapter cord and plug. Includes weighted base.	220.00	187.00
73	DP3-SW-TSKL-LED	Tasklight by Konzept, Z-Bar Model with extended arm length, Black Finish, High Power Daylight LED Lamps (40,000 lamp life), 4 Step Dimmer, adapter cord and plug. Includes slatwall mounting bracket.	220.00	187.00
74	DT-CL	Cavity Light Set (per bay)	46.00	39.10
75	DSP-EL-ECS	EnviroLinc environmental control system	1,545.00	1,313.25
76	DSP-FPNL-HEAT	Front Panel Flush Mounted Radiant Heat Panel Painted to Match Console Exterior Panel Color	466.00	396.10
77	DSP_EL-FPNL-FAH	EnviroLinc compatible - Front Panel Mounted Forced Air Heater	466.00	396.10
78	DSP-FPNL-FAH	Non-EnviroLinc compatible - Front Panel Mounted Forced Air Heater	466.00	396.10
79	DSP-DT-POWER	MHO Desktop Power Units (2 AC, 1 USB, 1 Cat6) (Silver)	220.00	187.00
80	DSP-SW-POWER	Axil Z Slatwall Power Units (2 AC, 1 USB, 1 Cat6) (Black)	220.00	187.00
Evans PowerLinc				
81	DSP-PL-WHIP-10	10' PowerLinc Starter/Whip (3L 3N 2G)	205.00	174.25
82	DSP-PL-WHIP-20	20' PowerLinc Starter/Whip (3L 3N 2G)	302.00	256.70
83	DSP-PL-JBOX-2R	PowerLinc Junction Box (2R)	147.00	124.95
84	DSP-PL-JBOX-3R	PowerLinc Junction Box (3R)	180.00	153.00
85	DSP-PL-BAR-3X2	PowerLinc Bar, 3cct x 2, 5-20R	372.00	316.20
86	DSP-PL-BAR-3X3	PowerLinc Bar, 3cct x 3, 5-20R	397.00	337.45
87	DSP-PL-EXT-2	2' PowerLinc Extender	130.00	110.50
88	DSP-PL-EXT-3	3' PowerLinc Extender	140.00	119.00
89	DSP-PL-EXT-6	6' PowerLinc Extender	167.00	141.95
90	DSP-PL-EXT-10	10' PowerLinc Extender	205.00	174.25
91	PL-SPLT-3	PowerLinc Splitter- 3 in, 1 out	200.00	170.00
Slatwall Accessories				
92	DSP-SW-SMUS	Slatwall Mount Universal Shelf by Details (WUS3) - 3 Pack; 2 3/4" (70mm) x 12 1/4" (311mm)	107.00	90.95
93	DSP-SW-SMPPC	Slatwall Mount Pen / Pencil Cup by Details (WPCS)	63.00	53.55
94	DSP-SW-SMDNH	Slatwall Mount Diskette / Note Holder by Details (WDNS)	63.00	53.55
95	DSP-SW-SMPM	Slatwall Mount Paperfile Manager by Details (WPFS) - Expandable from Letter to Legal Size	159.00	135.15
96	DSP-SW-SLT-P	Slatwall Letter Tray by Details (WLTS) - Qt 1, Polystyrene 10" (254mm) x 2 1/4" (57.2mm)	63.00	53.55



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

DISPATCH™ STANDARD FEATURES: - Sheet Metal Structure - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings
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EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)	HGAC OFFERED PRICE
97	DP3-SW-SLT	Slatwall Letter Tray by Evans - Painted Metal Support, 12" x 9" x 2 1/4" (300mm x 220mm x 60mm)	85.00	15%	72.25
98	DSP-SW-SMBH	Slatwall Mount Binder Holder by Details (WBHS) - Polystyrene Support Holds 4" (102mm) of Materials up to 10 lbs. (4.53 Kg)	80.00	15%	68.00
99	DP3-SW-SMBH-P	Slatwall Mount Binder Holder by Evans - Painted Metal Support 5" (127mm) wide	85.00	15%	72.25
100	DSP-SW-SMBH-7	Slatwall Mount Office in a File by Details (WOFS) - Seven Compartments to hold Small Office Tools	80.00	15%	68.00
101	DP3-SW-SMTS	Slatwall Mounted Telephone Shelf on Single Tier Articulating Arm	490.00	15%	416.50
Dispatch Unity Monitor Arms					
102	DP3-UA-4	Single High 4 Screen Unity Monitor Arm™ (includes logicdata HSU-OD-4 switch)	4,118.00	15%	3,500.30
103	DP3-UA-5	Single High 5 Screen Unity Monitor Arm™ (includes logicdata HSU-OD-4 switch)	4,942.00	15%	4,200.70
104	DP3-UA-8DH	Double High 8 Screen Unity Monitor Arm™ (includes logicdata HSU-OD-4 switch)	6,177.00	15%	5,250.45
105	DP3-UAK	Unity Arm Upgrade Kit	577.00	15%	490.45
Monitor Arms					
106	DSP-1073643	Polemount - Innovative Model #9112-S Single Tier Flat Panel Monitor Arm (14" Extension, 16" Pole Height). Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). Accommodates monitors weighing up to 40 lbs (18.1 kg)	349.00	15%	296.65
107	DSP-1073275	Slatwall mount - Innovative Model #9112-S Single Tier Flat Panel Monitor Arm (14" Extension, 12" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitors weighing up to 40 lbs (18.1 kg)	353.00	15%	300.05
108	DSP-1074208	Polemount, Double Tier - Innovative Model #9112-D Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). Accommodates monitors weighing up to 40 lbs (18.1 kg)	458.00	15%	389.30
109	DSP-1060359	Slatwall mount, Double Tier - Innovative Model #9112-D Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitors weighing up to 40 lbs (18.1 kg)	461.00	15%	391.85
110	DSP-E-Arm-20-DT-SH	Single High Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" Pole Height (305mm). Includes Desktop Mount and VESA adapter Plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	342.00	15%	290.70
111	DSP-E-Arm-20-DT-DH	Double High Articulating Monitor Arm with nominal 20" (508mm) Extension, 24" (610mm) Pole Height. Includes Desktop Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	450.00	15%	382.50
112	DSP-E-Arm-20-DT-SS	Side-by-Side Articulating Monitor Arm with nominal 20" (483mm) Extension, 12" (305mm) Pole Height. Includes Desktop Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	492.00	15%	418.20

Attachment "A"

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DISPATCH™ STANDARD FEATURES: - Sheet Metal Structure - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings
--

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	Discount %	HGAC OFFERED PRICE
				(inclusive of Order Processing Charge)	
113	DSP-E-Arm-20-SW-SH	Single High Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" Pole Height (305mm). Includes Slatwall Mount and VESA adapter Plate(75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	353.00	15%	300.05
114	DSP-E-Arm-20-SW-DH	Double High Articulating Monitor Arm with nominal 20" (508mm) Extension, 24" (610mm) Pole Height. Includes Slatwall Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	461.00	15%	391.85
115	DSP-E-Arm-20-SW-SS	Side-by-Side Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" (305mm) Pole Height. Includes Slatwall Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	503.00	15%	427.55
116	DSP-ASWM-GR	Front and Back Adjustable Slatwall Mount Glide Rail System (Monitor Beam). DOES NOT INCLUDE MONITOR ARMS.	750.00	15%	637.50
SERVICES					
117	DP3-OPT-R4-CUSTOM	Custom Digital Color Rendering	362.00	15%	307.70
118	DP3-OPT-V1	Digital "Pan & Zoom" Computer Animation of Console & Room (detailed drawings and finishes required from client)	722.00	15%	613.70
119	DP3-OPT-V2	Full Motion, Walkthrough Animation of Control Room (detailed drawings and finishes as required from client) (price is per minute of video)	3,608.00	15%	3,066.80
FACTORY ACCEPTANCE					
120	DP3-FAC-ACC-SINGLE	Single Console Staged Factory Acceptance	754.00	15%	640.90



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS MILLWORK AND MATCHING FURNITURE

EVANS ITEM NO.	H-GAC Product	DESCRIPTION	Discount % (inclusive of		HGAC OFFERED PRICE	
			LIST PRICE	Order Processing Charge)		
MATCHING FURNITURE & MILLWORK						
Fixed Storage	FUCSP-2DR	Nominal 20" (508mm) Fixed Undercounter 2-Drawer Storage	1,003.00	15%	852.55	
	1	FUCSP-3DR	Nominal 20" (508mm) Fixed Undercounter 3-Drawer Storage	1,087.00	15%	923.95
	2	FUCSP-2DRL	Pedestal with Lock (box/box/file), HPL Finish Nominal 36" (914mm) Fixed Undercounter Two Drawer	1,835.00	15%	1,559.75
		FUCSP-1DR	Lateral File Unit, Lockable, No Base, HPL Finish Nominal 24" (610mm) Fixed Undercounter Cabinet with One	1,250.00	15%	1,062.50
	4	FUCSP-2DRA	Door and One Adjustable Shelf, HPL Finish Nominal 48" (1219mm) Fixed Undercounter Cabinet with	2,303.00	15%	1,957.55
	5	ML3309	Two Doors and One Adjustable Shelf, HPL Finish Metal Fixed worksurface supporting Pedestal, 27" x 15 1/4" x	304.00	15%	258.40
	6	ML3311	Metal Fixed worksurface supporting Pedestal, 27" x 15 1/4" x	338.00	15%	287.30
	7	JL0201	Metal Lateral File- 2 drawer	569.00	15%	483.65
	8	JL0502	Metal Lateral File- 3 drawer	748.00	15%	635.80
	9	JL0803	Metal Lateral File- 4 Drawer	930.00	15%	790.50
10						
Printer Storage	PC-DM	Desktop Printer Cover with sound proofing and Gas Piston	2,726.00	15%	2,317.10	
	11	PC-RPU-30	Assisted Hinged Plexiglas Hood, HPL Finish 30" (762mm) Remote Printer Unit with Soundproofing,	4,597.00	15%	3,907.45
	12	PC-SPU-30	30" (762mm) Stacking Printer Unit with Soundproofing, Hinged Plexiglas Door, Ventilation, and Two (2) Pullout	4,984.00	15%	4,236.40
	13	PRTLID	Paper trays with Paper Handling Bins (two printers), HPL Finish Gas Piston-Assisted Hinged Recessed Printer Lid	1,232.00	15%	1,047.20
14						
Meeting Table	IDS-4	Custom 4 Person Meeting Table 60" Diameter (1524mm), Plastic Laminate with Rubber Nosing and Podium Leg	4,904.00	15%	4,168.40	
	15	IDS-8	Custom 8 Person Meeting Table 48" x 96" (1219mm x 2438mm), Plastic Laminate with Soft Urethane Nosing, Podium Legs, 1 recessed power and communication grommet	10,649.00	15%	9,051.65
	16	IDS-12	(Doug Mocket PCS 5 - 8 3/8" x 4 3/4", black or satin stainless) Custom 12 Person Meeting Table 68 1/2" x 136" (1740mm x	17,282.00	15%	14,689.70
	17	IDS-16	Custom 16 Person Meeting Table 68 1/2" x 180" (1740mm x 4572mm), Plastic Laminate with Rubber Nosing, Podium Legs and 8 Media Hatches, 1 recessed power and	22,517.00	15%	19,139.45
	18	IDS-18	communication grommet (Doug Mocket PCS 5 - 8 3/8" x 4 3/4", black or satin stainless) Custom 18 Person Meeting Table 71 1/2" x 224" (1816mm x	27,693.00	15%	23,539.05
19		5690mm), Plastic Laminate with Rubber Nosing, Podium Legs and 10 Media Hatches, 1 recessed power and communication grommet (Doug Mocket PCS 5 - 8 3/8" x 4 3/4", black or satin stainless)				
MATCHING FURNITURE & MILLWORK -- NEW MILLWORK ITEMS						
Utility Tables	1050195	Rectangular Utility Table w/ Black Legs, 30" x 72" (762mm x 1829mm)	1,881.00	15%	1,598.85	
	20	10473	Round Utility Table w/ Black Legs, 48" (1219mm) Diameter	1,891.00	15%	1,607.35
	21	10474	Oval Utility Table w/ Black Legs, 36" x 72" (914mm x 1829mm)	2,054.00	15%	1,745.90
	22	1050230	Square Utility Table w/ Black Legs, 48" (1219mm) Diameter	1,866.00	15%	1,586.10
	23					
Storage Cred	1050291	Storage Credenza w/ 6 File Drawers, 24" x 72" (610 mm x 1829 mm)	4,597.00	15%	3,907.45	
	24	1044932	Storage Credenza w/ 3 Doors and Adjustable Shelving, 24" x	3,121.00	15%	2,652.85
25						
Mobile Storage	MP-UC-B/F	Mobile Undercounter Storage Pedestal on Casters with 2 Drawers (box/file), HPL Finish, w/lock	1,000.00	15%	850.00	



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS MILLWORK AND MATCHING FURNITURE

EVANS ITEM NO.	H-GAC Product	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)	HGAC OFFERED PRICE
26	MP-UC-B/B/F	Mobile Undercounter Storage Pedestal on Casters with 3 Drawers (box/box/file), HPL Finish, w/lock	1,052.00	15%	894.20
27	MP-UC-B/B/NDR	Mobile Undercounter Storage Pedestal on Casters with 1 Drawer / Binder Storage (12 - 1/4" (311 mm) binder space/box). HPL Finish, w/lock	1,137.00	15%	966.45
28	MP-UC-B/B/BNDR	Mobile Undercounter Storage Pedestal on Casters with 2 Drawers / Binder Storage (Pencil Drawer / 12 - 1/4" (311 mm) binder space / box). HPL Finish, w/lock	1,019.00	15%	866.15
29	MW-PD-MB-BBF-METAL	Mobile Metal Pedestal; Box/ Box/ File; Black finish; 15.4" wide x 20.5" deep x 25.2" high (390mm wide x 520mm deep x 604mm high) ; suits letter, legal and A4 folders; Keyed Lock: lockable casters	266.00	15%	226.10
30	W1403	Metal Mobile Pedestal with Cushion (box/box/file)	449.00	15%	381.65
31	ML2009	Metal Mobile Pedestal with 2 drawers (file/file)	355.00	15%	301.75
32	ML2011	Metal Mobile Pedestal with 3 drawers (box/box/file)	372.00	15%	316.20
33					
Worksurface	1034595	24" Square Fillet Worksurface Extension w/ black support legs	1,206.00	15%	1,025.10
34	1048280-SQ	36" Square Worksurface Extension for Peninsula Attachment w/ black support legs	1,239.00	15%	1,053.15
35	1048280-RD	Round Worksurface Extension w/ black support legs	1,206.00	15%	1,025.10
36	1039868	36" x 78" Straight Peninsula (with round end) w/ black support legs	1,239.00	15%	1,053.15
37	1008278	78" Bulbed Peninsula w/ black support legs	1,272.00	15%	1,081.20
38	1048275	24" Worksurface Extension with Storage Cabinet (2 Dr/2 Slf)	2,581.00	15%	2,193.85
39	1008364	Peninsula Island with Integrated Storage Base (3 Shelves)	4,352.00	15%	3,699.20
40					

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

RESPONSE™ STANDARD FEATURES:
 - Sheet Metal Structure
 - Nominal 49" (1245mm) Fabric Wall Height
 - Full Lift or Center Lift Options Available
 - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings

EVANS			Discount %		HGAC
ITEM			LIST	Order Processing	OFFERED
NO.	H-GAC Product Codes	DESCRIPTION	PRICE	Charge)	PRICE
OUTER MODULES					
Response Desktop Outer Modules - Full Depth					
1	RE-FD-DT-OM-18	18" (457mm) wide Full Depth Desktop Module w/Front and Rear Hinged Panels	1,451.00	15%	1,233.35
2	RE-FD-DT-OM-24	24" (610mm) wide Full Depth Desktop Module w/Front and Rear Hinged Panels	1,737.00	15%	1,476.45
3	RE-FD-DT-OM-30	30" (762mm) wide Full Depth Desktop Module w/Front and Rear Hinged Panels	2,023.00	15%	1,719.55
Response Desktop Outer Modules - Reduced Depth					
4	RE-RD-DT-OM-18	18" (457mm) wide Reduced Depth Desktop Module w/Front and Rear Hinged Panels	1,391.00	15%	1,182.35
5	RE-RD-DT-OM-24	24" (610mm) wide Reduced Depth Desktop Module w/Front and Rear Hinged Panels	1,657.00	15%	1,408.45
6	RE-RD-DT-OM-30	30" (762mm) wide Reduced Depth Desktop Module w/Front and Rear Hinged Panels	1,923.00	15%	1,634.55
7	RE-RD-DT-OM-PMW	Parametric Module Width	2,172.00	15%	1,846.20
8	RE-RD-DT-OM-PMH	Parametric Module Height	2,091.00	15%	1,777.35
INNER MODULES					
Response Desktop Inner Modules - Full Depth					
9	RE-FD-DT-IM-24	24" (610mm) wide Full Depth Desktop Module w/Front and Rear Hinged Panels	1,502.00	15%	1,276.70
10	RE-FD-DT-IM-30	30" (762mm) wide Full Depth Desktop Module w/Front and Rear Hinged Panels	1,803.00	15%	1,532.55
11	RE-FD-DT-IM-36	36" (914mm) wide Full Depth Desktop Module w/Front and Rear Hinged Panels	1,904.00	15%	1,618.40
12	RE-FD-DT-IM-42	42" (1067mm) wide Full Depth Desktop Module w/Front and Rear Hinged Panels	2,106.00	15%	1,790.10
Response Desktop Inner Modules - Reduced Depth					
13	RE-RD-DT-IM-24	24" (610mm) wide Reduced Depth Desktop Module w/Front and Rear Hinged Panels	1,336.00	15%	1,135.60
14	RE-RD-DT-IM-30	30" (762mm) wide Reduced Depth Desktop Module w/Front and Rear Hinged Panels	1,515.00	15%	1,287.75
15	RE-RD-DT-IM-36	36" (914mm) wide Reduced Depth Desktop Module w/Front and Rear Hinged Panels	1,709.00	15%	1,452.65
16	RE-RD-DT-IM-42	42" (1067mm) wide Reduced Depth Desktop Module w/Front and Rear Hinged Panels	1,884.00	15%	1,601.40
CORNER MODULES					
Response Desktop Corners					
17	RE-DT-FD-CM-22	22 1/2° Desktop Short Corner Module	907.00	15%	770.95
18	RE-DT-FD-CM-30	30° Desktop Short Corner Module	907.00	15%	770.95
19	RE-DT-FD-CM-45	45° Desktop Short Corner Module	907.00	15%	770.95
20	RE-DT-FD-CM-0	0° Desktop Short Corner Module (for Straight Configuration)	907.00	15%	770.95
21	RE-DT-PC	Parametric Corner	1,045.00	15%	888.25
MODULES OPTIONS					
22	RE-DT-CMT	Additional Cable mgmt tray (per linear ft)	15.00	15%	12.75
23	RE-DT-CL	Cavity Light Set	46.00	15%	39.10
24	RE-DT-CP-GA	Piston Assist module cover option (outer module only)	85.00	15%	72.25
25	RE-SH-DMVF	Door Mounted Ventilation Fan Kit (36 CFM; 12VCD)(per linear ft)	260.00	15%	221.00
FABRIC PARTITION SYSTEM					
Fabric Wall Partition System					
26	RE-FWPS-18	Partition System - with fabric covered acoustic board panels; positioned at rear of console, 18" module	144.00	15%	122.40
27	RE-FWPS-24	Partition System - with fabric covered acoustic board panels; positioned at rear of console, 24" module	192.00	15%	163.20

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Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

RESPONSE™ STANDARD FEATURES: - Sheet Metal Structure - Nominal 49" (1245mm) Fabric Wall Height - Full Lift or Center Lift Options Available - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	Discount % (Inclusive of Order Processing Charge)		HGAC OFFERED PRICE
			LIST PRICE		
28	RE-FWPS-30	Partition System - with fabric covered acoustic board panels; positioned at rear of console, 30" module	238.00	15%	202.30
29	RE-FWPS-36	Partition System - with fabric covered acoustic board panels; positioned at rear of console, 36" module	286.00	15%	243.10
30	RE-FWPS-42	Partition System - with fabric covered acoustic board panels; positioned at rear of console, 42" module	310.00	15%	263.50
31	RE-FWPS-48	Partition System - with fabric covered acoustic board panels; positioned at rear of console, 48" module	335.00	15%	284.75
32	RE-FWPS-60	Partition System - with fabric covered acoustic board panels; positioned at rear of console, 60" module	431.00	15%	366.35
33	RE-FWPS-72	Partition System - with fabric covered acoustic board panels; positioned at rear of console, 72" module	527.00	15%	447.95
34	RE-FWPS-CNR	Partition System- with fabric; positioned at rear of console, Corner Module. Overall height from floor 48"	122.00	15%	103.70
35	RE-LWPS-18	Partition System - Steel structure with laminated panels; positioned at rear of console, 18" module. Overall height 48" from floor	144.00	15%	122.40
36	RE-LWPS-24	Partition System - Steel structure with laminated panels; positioned at rear of console, 24" module. Overall height 48" from floor	192.00	15%	163.20
37	RE-LWPS-30	Partition System - Steel structure with laminated panels; positioned at rear of console, 30" module. Overall height 48" from floor	238.00	15%	202.30
38	RE-LWPS-36	Partition System - Steel structure with laminated panels; positioned at rear of console, 36" module. Overall height 48" from floor	286.00	15%	243.10
39	RE-LWPS-42	Partition System - Steel structure with laminated panels; positioned at rear of console, 42" module. Overall height 48" from floor	310.00	15%	263.50
40	RE-LWPS-48	Partition System - Steel structure with laminated panels; positioned at rear of console, 48" module. Overall height 48" from floor	335.00	15%	284.75
41	RE-LWPS-60	Partition System - Steel structure with laminated panels; positioned at rear of console, 60" module. Overall height 48" from floor	431.00	15%	366.35
42	RE-LWPS-72	Partition System - Steel structure with laminated panels; positioned at rear of console, 72" module. Overall height 48" from floor	527.00	15%	447.95
43	RE-LWPS-CNR	Partition System - Steel structure with laminated panels; positioned at rear of console, Corner module. Overall height 48" from floor	122.00	15%	103.70
44	RE-AC-PNL	Eykon - PolyPhon (tm) Polyester Acoustical 1" NRC 0.75 (per panel)	116.00	15%	98.60
SLATWALL / PANELING SYSTEM					
Slatwall / Paneling System Sub-Structure					
45	RE-SPS-ST-6	6" High Slatwall / Paneling System Sub-Structure - Includes Sheetmetal Rear Cover (per linear ft.)	144.00	15%	122.40
46	RE-SPS-ST-12	12" High Slatwall / Paneling System Sub-Structure - Includes Sheetmetal Rear Cover (per linear ft.)	178.00	15%	151.30
47	RE-SPS-ST-18	18" High Slatwall / Paneling System Sub-Structure - Includes Sheetmetal Rear Cover (per linear ft.)	212.00	15%	180.20
48	RE-ELEC-SW	Electrical Data Slatwall Option with 2 power outlets, 4 network outlets and 2 phone outlets on each end of worksurface (wiring not included)	464.00	15%	394.40
Slatwall / Paneling System Front Cover Kits - 1st Tier					
49	RE-SPS-FC-1T-SWEXT-6	6" Tier Front Slatwall Extrusion Kit (per linear ft.)	51.00	15%	43.35
Slatwall / Paneling System Front Cover Kits - 2nd Tier					
50	RE-SPS-FC-2T-SWEXT-6	6" Tier Front Slatwall Extrusion Kit (per linear ft.)	51.00	15%	43.35



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

RESPONSETM STANDARD FEATURES: - Sheet Metal Structure - Nominal 49" (1245mm) Fabric Wall Height - Full Lift or Center Lift Options Available - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings
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EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	Discount % (inclusive of Order Processing		HGAC OFFERED PRICE
			LIST PRICE	Charge)	
51	RE-SPS-FC-2T-FBPNL-6	6" Tier Front Fabric Panel Kit (per linear ft.)	51.00	15%	43.35
Slatwall / Paneling System Front Cover Kits - 3rd Tier					
52	RE-SPS-FC-3T-SWEXT-6	6" Tier Front Slatwall Extrusion Kit (per linear ft.)	51.00	15%	43.35
53	RE-SPS-FC-3T-FBPNL-6	6" Tier Front Fabric Panel Kit (per linear ft.)	51.00	15%	43.35
Slatwall / Paneling System Rear Cover UPGRADES					
54	RE-SPS-RC-HPLPNL-6	6" High Rear HPL Panel Cover Kit (per linear ft.)	17.00	15%	14.45
55	RE-SPS-RC-FBPNL-6	6" High Rear Fabric Panel Cover Kit (per linear ft.)	8.00	15%	6.80
56	RE-SPS-RC-SWEXT-6	6" High Rear Slatwall Extrusion Kit (per linear ft.)	8.00	15%	6.80
57	RE-SPS-RC-HPLPNL-12	12" High Rear HPL Panel Cover Kit (per linear ft.)	34.00	15%	28.90
58	RE-SPS-RC-FBPNL-12	12" High Rear Fabric Panel Cover Kit (per linear ft.)	17.00	15%	14.45
59	RE-SPS-RC-SWEXT-12	12" High Rear Slatwall Extrusion Kit (per linear ft.)	17.00	15%	14.45
60	RE-SPS-RC-HPLPNL-18	18" High Rear HPL Panel Cover Kit (per linear ft.)	51.00	15%	43.35
61	RE-SPS-RC-FBPNL-18	18" High Rear Fabric Panel Cover Kit (per linear ft.)	25.00	15%	21.25
62	RE-SPS-RC-SWEXT-18	18" High Rear Slatwall Extrusion Kit (per linear ft.)	25.00	15%	21.25
Plexiglas Add-on					
63	RE-PG-CM	Plexiglas Add-on, corner modules	177.00	15%	150.45
64	RE-PG-18	Plexiglas Add-on, 18" module	177.00	15%	150.45
65	RE-PG-24	Plexiglas Add-on, 24" module	177.00	15%	150.45
66	RE-PG-26	Plexiglas Add-on, 26" module	192.00	15%	163.20
67	RE-PG-30	Plexiglas Add-on, 30" module	208.00	15%	176.80
68	RE-PG-36	Plexiglas Add-on, 36" module	223.00	15%	189.55
EQUIPMENT SUPPORT SOLUTIONS					
Response Equipment Support Shelves					
69	RE-SHELF-SLIDE	Slide-out processor shelves	224.00	15%	190.40
70	RE-SHELF-FIXED	Fixed processor shelves	193.00	15%	164.05
71	RE-FD-RM-2PT	2 Point Rackmount Kit (rails & Mounting hardware only) Full or Reduced Depth'	378.00	15%	321.30
72	RE-SHELF-DOORMT	Door Mounted Processor Shelf for Full or Reduced Depth Module	209.00	15%	177.65
END PANELS					
Response End Treatments					
73	RE-RD-CL-NA-EPAN-LH	Reduced Depth End Panel, Left Hand (without accent)	397.00	15%	337.45
74	RE-RD-CL-NA-EPAN-RH	Reduced Depth End Panel, Right Hand (without accent)	397.00	15%	337.45
75	RE-RD-CL-SA-EPAN-LH	Reduced Depth End Panel, Left Hand (with accent)	492.00	15%	418.20
76	RE-RD-CL-SA-EPAN-RH	Reduced Depth End Panel, Right Hand (with accent)	492.00	15%	418.20
77	RE-RD-CL-EA-EPAN-LH	Reduced Depth End Panel, Left Hand (exotic accent)	807.00	15%	685.95
78	RE-RD-CL-EA-EPAN-RH	Reduced Depth End Panel, Right Hand (exotic accent)	807.00	15%	685.95
79	RE-FD-CL-NA-EPAN-LH	Full Depth End Panel, Left Hand (without accent)	524.00	15%	445.40
80	RE-FD-CL-NA-EPAN-RH	Full Depth End Panel, Right Hand (without accent)	524.00	15%	445.40
81	RE-FD-CL-SA-EPAN-LH	Full Depth End Panel, Left Hand (with accent)	601.00	15%	510.85
82	RE-FD-CL-SA-EPAN-RH	Full Depth End Panel, Right Hand (with accent)	601.00	15%	510.85
83	RE-FD-CL-EA-EPAN-LH	Full Depth End Panel, Left Hand (exotic accent)	916.00	15%	778.60
84	RE-FD-CL-EA-EPAN-RH	Full Depth End Panel, Right Hand (exotic accent)	916.00	15%	778.60
WORKSURFACES					
Response Work surface Options					
85	RE-WS-F-ADJUSTKBP-C	Cockpit style, Monitor Platform Full Lift (One Rear Work surface with a full length front manual adjustable keyboard platform). Comes standard with 1.5" rubber ergonomic nosing.	1,857.00	15%	1,578.45

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Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

RESPONSE™ STANDARD FEATURES:
 - Sheet Metal Structure
 - Nominal 49" (1245mm) Fabric Wall Height
 - Full Lift or Center Lift Options Available
 - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
			LIST PRICE	PRICE	
86	RE-WS-F-ADJUSTKBP-S	Straight style, Monitor Platform Full Lift (One Rear Work surface with a single cutout front manual adjustable keyboard platform). Comes standard with 1.5" rubber ergonomic nosing.	1,668.00	15%	1,417.80
87	RE-WS-F-ILCADJUSTKBP-C	Cockpit style, Monitor Platform Full Lift (One Rear Work surface with a full length front adjustable keyboard platform using independent lift columns). Comes standard with 1.5" rubber ergonomic nosing.	1,109.00	15%	942.65
88	RE-WS-F-ILCADJUSTKBP-S	Straight style, Monitor Platform Full Lift (One Rear Work surface with a full length front adjustable keyboard platform using independent lift columns). Comes standard with 1.5" rubber ergonomic nosing.	920.00	15%	782.00
89	RE-WS-F-ADJUSTSPWS-C	Cockpit style, Monitor Platform Full Lift, Single Piece Worksurface. Comes standard with 1.5" rubber ergonomic nosing.	1,039.00	15%	883.15
90	RE-WS-F-ADJUSTSPWS-S	Straight style, Monitor Platform Full Lift, Single Piece Worksurface. Comes standard with 1.5" rubber ergonomic nosing.	843.00	15%	716.55
91	RE-WS-F-ADJUSTKBP-BW	Batwing style, Single Piece Monitor Platform Full Lift. Comes standard with 1.5" rubber ergonomic nosing. Unity Arm Capable	1,672.00	15%	1,421.20
92	RE-AMP	Adjustable Monitor Platform.	745.00	15%	633.25
93	RE-FHWS	Fixed Height Plastic Laminate Worksurface with Soft Urethane Nosing (per linear ft.)	210.00	15%	178.50
94	RE-CUWSE	Premium Injection Molded Soft Urethane work surface front nosing (lin.ft)	61.00	15%	51.85
LIFT COLUMNS					
Lift Options					
95	LC-2-HD	Two heavy duty Lift Columns with control equipment - Main Platform	1,850.00	15%	1,572.50
96	LC-3-HD	Three heavy duty Lift Columns with control equipment - Main Platform	2,575.00	15%	2,188.75
97	LC-4-HD	Four heavy duty Lift Columns with control equipment - Main Platform	3,300.00	15%	2,805.00
98	LC-2-LD	Two light duty Lift Columns with control equipment - Input Platform option - includes integrated pressure safety switch	1,085.00	15%	922.25
99	CM-SSW	Enhanced contact safety feature (per module, mandatory)	185.00	15%	157.25
BRIDGES					
100	RE-STB-18	18" Straight bridging unit (with integrated cable mgmt)	1,311.00	15%	1,114.35
101	RE-STB-24	24" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	1,521.00	15%	1,292.85
102	RE-STB-30	30" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	1,817.00	15%	1,544.45
103	RE-STB-48	48" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	2,181.00	15%	1,853.85
104	RE-STB-60	60" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	2,580.00	15%	2,193.00
105	RE-STB-72	72" Straight bridging unit (with integrated cable mgmt). Cavities can support stand fixed shelves or rack mount - selected separately)	3,028.00	15%	2,573.80
106	RE-PBU	Parametric Bridging Unit	3,274.00	15%	2,782.90
CORNER BRIDGES					

Attachment "A"

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Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

RESPONSE™ STANDARD FEATURES: - Sheet Metal Structure - Nominal 49" (1245mm) Fabric Wall Height - Full Lift or Center Lift Options Available - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	Discount %	HIGAC OFFERED PRICE
				(inclusive of Order Processing Charge)	
107	RE-SCB-30-Open	30° short corner bridging unit (with integrated wire mgmt) with black support leg	1,382.00	15%	1,174.70
108	RE-SCB-30-Shelf	30° short corner bridging unit (with integrated wire mgmt) with open shelves	1,612.00	15%	1,370.20
109	RE-SCB-30-Door	30° short corner bridging unit (with integrated wire mgmt) with closed door & shelves	1,813.00	15%	1,541.05
110	RE-SCB-45-Open	45° short corner bridging unit (with integrated wire mgmt) with black support leg	1,382.00	15%	1,174.70
111	RE-SCB-45-Shelf	45° short corner bridging unit (with integrated wire mgmt) with open shelves	1,612.00	15%	1,370.20
112	RE-SCB-45-Door	45° short corner bridging unit (with integrated wire mgmt) with closed door & shelves	1,813.00	15%	1,541.05
113	RE-SCB-90-Open	90° short corner bridging unit (with integrated wire mgmt) with black support leg	1,579.00	15%	1,342.15
114	RE-SCB-90-Shelf	90° short corner bridging unit (with integrated wire mgmt) with open shelves	1,937.00	15%	1,646.45
115	RE-SCB-90-Door	90° short corner bridging unit (with integrated wire mgmt) with closed door & shelves	2,199.00	15%	1,869.15
116	RE-PCU	Parametric Corner Unit	3,510.00	15%	2,983.50
ACCESSORIES					
117	RE-FPNL-HEAT	Front Panel Flush Mounted Radiant Heat Panel Painted to Match Console Exterior Panel Color	466.00	15%	396.10
118	EL-FPNL-FAH	EnviroLinc compatible - Front Panel Mounted Forced Air Heater	466.00	15%	396.10
119	FPNL-FAH	Non-EnviroLinc compatible - Front Panel Mounted Forced Air Heater	466.00	15%	396.10
120	RE-PBAR	Internal Mounted 120 V, 15 amp., 6 Outlet , Power Bar with 6' Grounded Powercord (CSA/UL Rated)	62.00	15%	52.70
121	RE-LP-PBAR	Undercounter low profile powerbar with 6 outlets.	62.00	15%	52.70
122	RE-PBAR-8	Hammond Power Bar; 8 outlets with 15' grounded powercord UL approved	146.00	15%	124.10
123	RE-UC-PD	Undercounter Pencil Drawer	401.00	15%	340.85
124	RE-LMO-FC	Steel/Aluminum Static Columns	317.00	15%	269.45
125	RE-RBS-1PF	Rotary Binder Storage - 1 rotary platform with tambour doors (MDF painted black), HPL Finish; plastic laminate worksurface	2,692.00	15%	2,288.20
126	RE-RBS-2PF	Rotary Binder Storage - 2 rotary platform with tambour doors (MDF painted black), HPL Finish; plastic laminate worksurface	2,851.00	15%	2,423.35
127	RE-PED-MOBILE	Mobile Undercounter Storage Pedestal on Casters with 3 Drawers (box/box/file), LPL Finish	891.00	15%	757.35
128	RE-FOOTREST	Footrest by Rubbermaid, M465, part # 1067394	121.00	15%	102.85
129	RE-FSRMT	Freestanding Rackmount turret; sheet metal with powdercoat finish; lower keyboard slot with mounting for IIRU above	842.00	15%	715.70
130	RE-GB	Internal Mounted Ground Bar - 2" wide x 21" long x 1/8" thick; 12 spaces; mounted with nylon isolation washer (Mid-Atlantic BB-12)	110.00	15%	93.50
131	RE-DT-TSKLSWM	Tasklight by Concept, Z-Bar Model with extended arm length, Black Finish, High Power Daylight LED Lamps (40,000 lamp life), 4 Step Dimmer, adapter cord and plug. Includes slatwall mounting bracket.	220.00	15%	187.00
132	RE-DT-TSKLWB	Tasklight by Concept, Z-Bar Model with extended arm length, Black Finish, High Power Daylight LED Lamps (40,000 lamp life), 4 Step Dimmer, adapter cord and plug. Includes weighted base.	220.00	15%	187.00
133	RE-RM	Upgrade to sheet metal mount recessed in nosing (for headsets jacks or lift controls)	273.00	15%	232.05

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

RESPONSE™ STANDARD FEATURES: - Sheet Metal Structure - Nominal 49" (1245mm) Fabric Wall Height - Full Lift or Center Lift Options Available - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
134	EL-ECS	EnviroLinc environmental control system	1,545.00	15%		1,313.25
135	DT-POWER	MHO Desktop Power Units (2 AC, 1 USB, 1 Cat6) (Silver)	220.00	15%		187.00
136	SW-POWER	Axil Z Slatwall Power Units (2 AC, 1 USB, 1 Cat6) (Black)	220.00	15%		187.00
Evans PowerLinc						
137	RE-PL-WHIP-10	10' PowerLinc Starter/Whip (3L 3N 2G)	205.00	15%		174.25
138	RE-PL-WHIP-20	20' PowerLinc Starter/Whip (3L 3N 2G)	302.00	15%		256.70
139	RE-PL-JBOX-2R	PowerLinc Junction Box (2R)	147.00	15%		124.95
140	RE-PL-JBOX-3R	PowerLinc Junction Box (3R)	180.00	15%		153.00
141	RE-PL-BAR-3X2	PowerLinc Bar, 3cct x 2, 5-20R	372.00	15%		316.20
142	RE-PL-BAR-3X3	PowerLinc Bar, 3cct x 3, 5-20R	397.00	15%		337.45
143	RE-PL-EXT-2	2' PowerLinc Extender	130.00	15%		110.50
144	RE-PL-EXT-3	3' PowerLinc Extender	140.00	15%		119.00
145	RE-PL-EXT-6	6' PowerLinc Extender	167.00	15%		141.95
146	RE-PL-EXT-10	10' PowerLinc Extender	205.00	15%		174.25
Response Slatwall Accessories						
147	RE-SW-SMUS	Slatwall Mount Universal Shelf by Details (WUS3) - 3 Pack, 2 3/4" (70mm) x 12 1/4" (311mm)	107.00	15%		90.95
148	RE-SW-SMPPC	Slatwall Mount Pen / Pencil Cup by Details (WPCS)	63.00	15%		53.55
149	RE-SW-SMDNH	Slatwall Mount Diskette / Note Holder by Details (WDNS)	63.00	15%		53.55
150	RE-SW-SMPM	Slatwall Mount Paperflo Manager by Details (WPFS) - Expandable from Letter to Legal Size	159.00	15%		135.15
151	RE-SW-SLT-P	Slatwall Letter Tray by Details (WLTS) - Qt 1, Polystyrene 10" (254mm) x 2 1/4" (57.2mm)	63.00	15%		53.55
152	RE-SW-SLT	Slatwall Letter Tray by Evans - Painted Metal Support, 12" x 9" x 2 1/4" (300mm x 220mm x 60mm)	85.00	15%		72.25
153	RE-SW-SMBH	Slatwall Mount Binder Holder by Details (WBHS) - Polystyrene Support Holds 4" (102mm) of Materials up to 10 lbs. (4.53 Kg)	80.00	15%		68.00
154	RE-SW-SMBH-P	Slatwall Mount Binder Holder by Evans - Painted Metal Support 5" (127mm) wide	85.00	15%		72.25
155	RE-SW-SMBH-7	Slatwall Mount Office in a File by Details (WOFS) - Seven Compartments to hold Small Office Tools	80.00	15%		68.00
156	RE-SW-SMTS	Slatwall Mounted Telephone Shelf on Single Tier Articulating Arm	513.00	15%		436.05
Response Unity Monitor Arms						
157	RE-UA-4	Single High 4 Screen Unity Monitor Arm™ (includes logicdata HSU-OD-4 switch)	4,118.00	15%		3,500.30
158	RE-UA-5	Single High 5 Screen Unity Monitor Arm™ (includes logicdata HSU-OD-4 switch)	4,942.00	15%		4,200.70
159	RE-UA-8DH	Double High 8 Screen Unity Monitor Arm™ (includes logicdata HSU-OD-4 switch)	6,177.00	15%		5,250.45
160	RE-UAK	Unity Arm Upgrade Kit	577.00	15%		490.45
Monitor Arms						
161	RE-1073390	Innovative Model #3500 Single Tier Flat Panel Monitor Arm (18" Extendable, 10" Height Adjustable). Accommodates monitors weighing 4 lbs - 25.5 lbs. Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm).	443.00	15%		376.55
162	RE-1073643	Innovative Model #9112-S Single Tier Flat Panel Monitor Arm (14" Extension, 16" Pole Height). Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	349.00	15%		296.65

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

RESPONSE™ STANDARD FEATURES:
 - Sheet Metal Structure
 - Nominal 49" (1245mm) Fabric Wall Height
 - Full Lift or Center Lift Options Available
 - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	LIST	Discount %	HGAC
			PRICE	(inclusive of Order Processing Charge)	OFFERED PRICE
163	RE-1074206	Innovative Model #9112-D Double Tier Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	458.00	15%	389.30
164	RE-1073275	Innovative Model #9112-S Single Tier Flat Panel Monitor Arm (14" Extension, 12" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	353.00	15%	300.05
165	RE-1060356	Innovative Model #3500 Single Tier Flat Panel Monitor Arm (18" Extendable, 10" Height Adjustable). Accommodates monitors weighing 4 lbs - 25.5 lbs. Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm).	446.00	15%	379.10
166	RE-1060359	Innovative Model #9112-D Double Tier Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	461.00	15%	391.85
167	RE-1073388	Innovative Model #9120-S Single Tier Dual Flat Panel Monitor Arm (14" Extension, 12" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	504.00	15%	428.40
168	RE-1060423	Innovative Model #9120-D Double Tier Dual Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm).	763.00	15%	648.55
169	RE-E-Arm-20-DT-SH	Single High Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" Pole Height (305mm). Includes Desktop Mount and VESA adapter Plate(75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	342.00	15%	290.70
170	RE-E-Arm-20-DT-DH	Double High Articulating Monitor Arm with nominal 20" (508mm) Extension, 24" (610mm) Pole Height. Includes Desktop Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	450.00	15%	382.50
171	RE-E-Arm-20-DT-SS	Side-by-Side Articulating Monitor Arm with nominal 20" (483mm) Extension, 12" (305mm) Pole Height. Includes Desktop Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	492.00	15%	418.20
172	RE-E-Arm-20-SW-SH	Single High Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" Pole Height (305mm). Includes Slatwall Mount and VESA adapter Plate(75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	353.00	15%	300.05
173	RE-E-Arm-20-SW-DH	Double High Articulating Monitor Arm with nominal 20" (508mm) Extension, 24" (610mm) Pole Height. Includes Slatwall Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	461.00	15%	391.85
174	RE-E-Arm-20-SW-SS	Side-by-Side Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" (305mm) Pole Height. Includes Slatwall Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	503.00	15%	427.55



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

RESPONSE™ STANDARD FEATURES: - Sheet Metal Structure - Nominal 49" (1243mm) Fabric Wall Height - Full Lift or Center Lift Options Available - Durable High Pressure Worksurface and Panel Finish, per Evans' Standard Offerings

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
			LIST PRICE		
175	RE-ASWM-GR	Front and Back Adjustable Slatwall Mount Glide Rail System (Monitor Beam). DOES NOT INCLUDE MONITOR ARMS.	750.00	15%	637.50
FEATURES & FINISH UPGRADES					
176	Response-CPC	Custom Powdercoat Colors	1,136.00	15%	965.60
SERVICES					
Response Desk Services					
177	RE-OPT-R4-CUSTOM	Custom Digital Color Rendering	377.00	15%	320.45
178	RE-OPT-V1	Digital "Pan & Zoom" Computer Animation of Console & Room (detailed drawings and finishes required from client)	754.00	15%	640.90
179	RE-OPT-V2	Full Motion, Walkthrough Animation of Control Room (detailed drawings and finishes as required from client) (price is per minute of video)	3,771.00	15%	3,205.35
FACTORY ACCEPTANCE					
180	RE-FAC-ACC-SINGLE	Single Console Staged Factory Acceptance	754.00	15%	640.90
CUSTOM OPTIONS					
181	RE-CNSL-RST-KT	Console Restraint Kit; Includes Nylon Equipment Strapping, Floor Anchor Brackets and Front and Rear Panel Locks (Keyed Alike). Per 24" or 30" bay. Not applicable to Corner Modules. NOTE: Anchor Bracket supplied by Evans, fastenine to floor by others	300.00	15%	255.00
182	RE-FLR-ANCHOR	Floor Anchor Bracket Kit (per module); NOTE: Bracket supplied by Evans, fastening to floor by others	116.00	15%	98.60



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

STRATEGY DESK™ STANDARD FEATURES:
 - Heavy Sheet Metal Structure
 - Nominal 50" (1270mm) Overall Depth – Full Depth
 - Nominal 39"(991mm) Overall Depth – Reduced Depth
 - Module widths of 24"(610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm)
 - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
STRAIGHT MODULES						
Strategy Full Depth Desk Top Modules						
1	SD-FD-DT-24	24" (610mm) Wide Full Depth Desk Top Module	2,805.00	15%		2,384.25
2	SD-FD-DT-30	30" (762mm) Full Depth Desktop Module	3,506.00	15%		2,980.10
3	SD-FD-DT-48	48" (1219mm) Wide Full Depth Desk Top Module	3,795.00	15%		3,225.75
4	SD-FD-DT-60	60" (1524mm) Wide Full Depth Desk Top Module	4,259.00	15%		3,620.15
5	SD-FD-DT-72	72" (1829mm) Wide Full Depth Desk Top Module	4,836.00	15%		4,110.60
Strategy Reduced Depth Desk Top Modules						
6	SD-RD-DT-24	24" (610mm) Wide Reduced Depth Desk Top Module	2,669.00	15%		2,268.65
7	SD-RD-DT-30	30" (762mm) Reduced Depth Desktop Module	3,335.00	15%		2,834.75
8	SD-RD-DT-48	48" (1219mm) Wide Reduced Depth Desk Top Module	3,718.00	15%		3,160.30
9	SD-RD-DT-60	60" (1524mm) Wide Reduced Depth Desk Top Module	4,194.00	15%		3,564.90
10	SD-RD-DT-72	72" (1829mm) Wide Reduced Depth Desk Top Module	4,768.00	15%		4,052.80
Standing Height Straight Modules						
11	CS-STS-30	30" (762mm) Wide Standing Height Straight Module	3,338.78	15%		2,837.96
12	CS-STS-48	48" (1219mm) Wide Standing Height Straight Module	3,613.85	15%		3,071.77
13	CS-STS-60	60" (1524mm) Wide Standing Height Straight Module	4,056.49	15%		3,448.02
14	CS-STS-72	72" (1829mm) Wide Standing Height Straight Module	4,606.17	15%		3,915.24
CORNER MODULES						
Strategy Full Depth Desk Top Corner Modules						
15	SD-FD-DT-MK	Full Depth Desk Top Mitre Kit	443.00	15%		376.55
16	SD-FD-DT-SC-15	15° Full Depth Desk Top Short Corner Module	966.00	15%		821.10
17	SD-FD-DT-SC-22	22 1/2° Full Depth Desk Top Short Corner Module	966.00	15%		821.10
18	SD-FD-DT-SC-30	30° Full Depth Desk Top Short Corner Module	966.00	15%		821.10
19	SD-FD-DT-SC-45	45° Full Depth Desk Top Short Corner Module	966.00	15%		821.10
20	SD-FD-DT-LC-15	15° Full Depth Desk Top Long Corner Module	966.00	15%		821.10
21	SD-FD-DT-LC-22	22 1/2° Full Depth Desk Top Long Corner Module	966.00	15%		821.10
22	SD-FD-DT-LC-30	30° Full Depth Desk Top Long Corner Module	966.00	15%		821.10
23	SD-FD-DT-LC-45	45° Full Depth Desk Top Long Corner Module	966.00	15%		821.10
24	SD-FD-DT-RMK	Full Depth Desk Top Reverse Mitre Kit	576.00	15%		489.60
25	SD-FD-DT-RC-22	22 1/2° Full Depth Desk Top Reverse Corner Module	966.00	15%		821.10
26	SD-FD-DT-RC-30	30° Full Depth Desk Top Reverse Corner Module	966.00	15%		821.10
27	SD-FD-DT-RC-45	45° Full Depth Desk Top Reverse Corner Module	966.00	15%		821.10
28	SD-FD-DT-C-90	90° Full Depth Desk Top Corner	2,276.00	15%		1,934.60
Strategy Reduced Depth Desk Top Corner Modules						
29	SD-RD-DT-MK	Reduced Depth Desk Top Mitre Kit	443.00	15%		376.55
30	SD-RD-DT-SC-15	15° Reduced Depth Desk Top Short Corner Module	907.00	15%		770.95
31	SD-RD-DT-SC-22	22 1/2° Reduced Depth Desk Top Short Corner Module	907.00	15%		770.95
32	SD-RD-DT-SC-30	30° Reduced Depth Desk Top Short Corner Module	907.00	15%		770.95
33	SD-RD-DT-SC-45	45° Reduced Depth Desk Top Short Corner Module	907.00	15%		770.95
34	SD-RD-DT-LC-15	15° Reduced Depth Desk Top Long Corner Module	907.00	15%		770.95
35	SD-RD-DT-LC-22	22 1/2° Reduced Depth Desk Top Long Corner Module	907.00	15%		770.95
36	SD-RD-DT-LC-30	30° Reduced Depth Desk Top Long Corner Module	907.00	15%		770.95
37	SD-RD-DT-LC-45	45° Reduced Depth Desk Top Long Corner Module	907.00	15%		770.95
38	SD-RD-DT-RMK	Reduced Depth Desk Top Reverse Mitre Kit	576.00	15%		489.60
39	SD-RD-DT-RC-22	22 1/2° Reduced Depth Desk Top Reverse Corner Module	907.00	15%		770.95
40	SD-RD-DT-RC-30	30° Reduced Depth Desk Top Reverse Corner Module	907.00	15%		770.95
41	SD-RD-DT-RC-45	45° Reduced Depth Desk Top Reverse Corner Module	907.00	15%		770.95
42	SD-RD-DT-C-90	90° Reduced Depth Desk Top Corner	2,024.00	15%		1,720.40
Standing Height Corner Modules						



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

'STRATEGY DESK™' STANDARD FEATURES:
 - Heavy Sheet Metal Structure
 - Nominal 50" (1270mm) Overall Depth - Full Depth
 - Nominal 39" (991mm) Overall Depth - Reduced Depth
 - Module widths of 24" (610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm)
 - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount %	HGAC OFFERED PRICE
				(inclusive of Order Processing Charge)	
43	CS-STM-MK	Standing Height Mitre Kit	421.74	15%	358.48
44	CS-STSC-15	15° Standing Height Short Corner Module	920.34	15%	782.29
45	CS-STSC-22	22 1/2° Standing Height Short Corner Module	920.34	15%	782.29
46	CS-STSC-30	30° Standing Height Short Corner Module	920.34	15%	782.29
47	CS-STSC-45	45° Standing Height Short Corner Module	920.34	15%	782.29
48	CS-STLC-15	15° Standing Height Long Corner Module	920.34	15%	782.29
49	CS-STLC-22	22 1/2° Standing Height Long Corner Module	920.34	15%	782.29
50	CS-STLC-30	30° Standing Height Long Corner Module	920.34	15%	782.29
51	CS-STLC-45	45° Standing Height Long Corner Module	920.34	15%	782.29
52	CS-STRM-MK	Standing Height Reverse Mitre Kit	548.55	15%	466.27
53	CS-STRC-22	22 1/2° Standing Height Reverse Corner Module	920.34	15%	782.29
54	CS-STRC-30	30° Standing Height Reverse Corner Module	920.34	15%	782.29
55	CS-STRC-45	45° Standing Height Reverse Corner Module	920.34	15%	782.29
SLATWALL / PANELING SYSTEM					
Slatwall / Paneling System Sub-Structure					
56	SD-SPS-ST-6	6" High Slatwall / Paneling System Sub-Structure - Includes Sheetmetal Rear Cover (per linear ft.)	144.00	15%	122.40
57	SD-SPS-ST-12	12" High Slatwall / Paneling System Sub-Structure - Includes Sheetmetal Rear Cover (per linear ft.)	178.00	15%	151.30
58	SD-SPS-ST-18	18" High Slatwall / Paneling System Sub-Structure - Includes Sheetmetal Rear Cover (per linear ft.)	212.00	15%	180.20
Slatwall / Paneling System Front Cover Kits - 1st Tier					
59	SD-SPS-FC-1T-SWEXT-6	6" Tier Front Slatwall Extrusion Kit (per linear ft.)	51.00	15%	43.35
Slatwall / Paneling System Front Cover Kits - 2nd Tier					
60	SD-SPS-FC-2T-SWEXT-6	6" Tier Front Slatwall Extrusion Kit (per linear ft.)	51.00	15%	43.35
61	SD-SPS-FC-2T-FBPNL-6	6" Tier Front Fabric Panel Kit (per linear ft.)	51.00	15%	43.35
Slatwall / Paneling System Front Cover Kits - 3rd Tier					
62	SD-SPS-FC-3T-SWEXT-6	6" Tier Front Slatwall Extrusion Kit (per linear ft.)	51.00	15%	43.35
63	SD-SPS-FC-3T-FBPNL-6	6" Tier Front Fabric Panel Kit (per linear ft.)	51.00	15%	43.35
Slatwall / Paneling System Rear Cover UPGRADES					
64	SD-SPS-RC-HPLPNL-6	6" High Rear HPL Panel Cover Kit (per linear ft.)	17.00	15%	14.45
65	SD-SPS-RC-FBPNL-6	6" High Rear Fabric Panel Cover Kit (per linear ft.)	8.00	15%	6.80
66	SD-SPS-RC-SWEXT-6	6" High Rear Slatwall Extrusion Kit (per linear ft.)	8.00	15%	6.80
67	SD-SPS-RC-HPLPNL-12	12" High Rear HPL Panel Cover Kit (per linear ft.)	34.00	15%	28.90
68	SD-SPS-RC-FBPNL-12	12" High Rear Fabric Panel Cover Kit (per linear ft.)	17.00	15%	14.45
69	SD-SPS-RC-SWEXT-12	12" High Rear Slatwall Extrusion Kit (per linear ft.)	17.00	15%	14.45
70	SD-SPS-RC-HPLPNL-18	18" High Rear HPL Panel Cover Kit (per linear ft.)	51.00	15%	43.35
71	SD-SPS-RC-FBPNL-18	18" High Rear Fabric Panel Cover Kit (per linear ft.)	25.00	15%	21.25
72	SD-SPS-RC-SWEXT-18	18" High Rear Slatwall Extrusion Kit (per linear ft.)	25.00	15%	21.25
END TREATMENTS					
Strategy Full Depth End Panels					
73	SD-FD-CL-NA-EPAN-LH	Full Depth Classic Style End Panel, Left Hand (without accent)	524.00	15%	445.40
74	SD-FD-CL-NA-EPAN-RH	Full Depth Classic Style End Panel, Right Hand (without accent)	524.00	15%	445.40
75	SD-FD-CO-NA-EPAN-LH	Full Depth Contemporary Style End Panel, Left Hand (without accent)	524.00	15%	445.40
76	SD-FD-CO-NA-EPAN-RH	Full Depth Contemporary Style End Panel, Right Hand (without accent)	524.00	15%	445.40
77	SD-FD-TR-NA-EPAN-LH	Full Depth Transitional Style End Panel, Left Hand (without accent)	524.00	15%	445.40



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

STRATEGY DESK™ STANDARD FEATURES: - Heavy Sheet Metal Structure - Nominal 50" (1270mm) Overall Depth – Full Depth - Nominal 39"(991mm) Overall Depth – Reduced Depth - Module widths of 24"(610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm) - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)
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EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount %	HGAC OFFERED PRICE
				(inclusive of Order Processing Charge)	
78	SD-FD-TR-NA-EPAN-RH	Full Depth Transitional Style End Panel, Right Hand (without accent)	524.00	15%	445.40
79	SD-FD-CL-SA-EPAN-LH	Full Depth Classic Style End Panel, Left Hand (with accent)	601.00	15%	510.85
80	SD-FD-CL-SA-EPAN-RH	Full Depth Classic Style End Panel, Right Hand (with accent)	601.00	15%	510.85
81	SD-FD-CO-SA-EPAN-LH	Full Depth Contemporary Style End Panel, Left Hand (with accent)	601.00	15%	510.85
82	SD-FD-CO-SA-EPAN-RH	Full Depth Contemporary Style End Panel, Right Hand (with accent)	601.00	15%	510.85
83	SD-FD-TR-SA-EPAN-LH	Full Depth Transitional Style End Panel, Left Hand (with accent)	601.00	15%	510.85
84	SD-FD-TR-SA-EPAN-RH	Full Depth Transitional Style End Panel, Right Hand (with accent)	601.00	15%	510.85
85	SD-FD-CL-EA-EPAN-LH	Full Depth Classic Style End Panel, Left Hand (exotic accent)	916.00	15%	778.60
86	SD-FD-CL-EA-EPAN-RH	Full Depth Classic Style End Panel, Right Hand (exotic accent)	916.00	15%	778.60
87	SD-FD-CO-EA-EPAN-LH	Full Depth Contemporary Style End Panel, Left Hand (exotic accent)	916.00	15%	778.60
88	SD-FD-CO-EA-EPAN-RH	Full Depth Contemporary Style End Panel, Right Hand (exotic accent)	916.00	15%	778.60
89	SD-FD-TR-EA-EPAN-LH	Full Depth Transitional Style End Panel, Left Hand (exotic accent)	916.00	15%	778.60
90	SD-FD-TR-EA-EPAN-RH	Full Depth Transitional Style End Panel, Right Hand (exotic accent)	916.00	15%	778.60
91	SD-FD-B2B-CL-NA-EPAN-LH	Full Depth Back to Back Classic Style End Panel, Left Hand (without accent)	806.00	15%	685.10
92	SD-FD-B2B-CL-NA-EPAN-RH	Full Depth Back to Back Classic Style End Panel, Right Hand (without accent)	806.00	15%	685.10
93	SD-FD-B2B-CO-NA-EPAN-LH	Full Depth Back to Back Contemporary Style End Panel, Left Hand (without accent)	806.00	15%	685.10
94	SD-FD-B2B-CO-NA-EPAN-RH	Full Depth Back to Back Contemporary Style End Panel, Right Hand (without accent)	806.00	15%	685.10
95	SD-FD-B2B-TR-NA-EPAN-LH	Full Depth Back to Back Transitional Style End Panel, Left Hand (without accent)	806.00	15%	685.10
96	SD-FD-B2B-TR-NA-EPAN-RH	Full Depth Back to Back Transitional Style End Panel, Right Hand (without accent)	806.00	15%	685.10
97	SD-FD-B2B-CL-SA-EPAN-LH	Full Depth Back to Back Classic Style End Panel, Left Hand (with accent)	911.00	15%	774.35
98	SD-FD-B2B-CL-SA-EPAN-RH	Full Depth Back to Back Classic Style End Panel, Right Hand (with accent)	911.00	15%	774.35
99	SD-FD-B2B-CO-SA-EPAN-LH	Full Depth Back to Back Contemporary Style End Panel, Left Hand (with accent)	911.00	15%	774.35
100	SD-FD-B2B-CO-SA-EPAN-RH	Full Depth Back to Back Contemporary Style End Panel, Right Hand (with accent)	911.00	15%	774.35
101	SD-FD-B2B-TR-SA-EPAN-LH	Full Depth Back to Back Transitional Style End Panel, Left Hand (with accent)	911.00	15%	774.35
102	SD-FD-B2B-TR-SA-EPAN-RH	Full Depth Back to Back Transitional Style End Panel, Right Hand (with accent)	911.00	15%	774.35
103	SD-FD-B2B-CL-EA-EPAN-LH	Full Depth Back to Back Classic Style End Panel, Left Hand (exotic accent)	1,541.00	15%	1,309.85
104	SD-FD-B2B-CL-EA-EPAN-RH	Full Depth Back to Back Classic Style End Panel, Right Hand (exotic accent)	1,541.00	15%	1,309.85
105	SD-FD-B2B-CO-EA-EPAN-LH	Full Depth Back to Back Contemporary Style End Panel, Left Hand (exotic accent)	1,541.00	15%	1,309.85
106	SD-FD-B2B-CO-EA-EPAN-RH	Full Depth Back to Back Contemporary Style End Panel, Right Hand (exotic accent)	1,541.00	15%	1,309.85

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

STRATEGY DESK™ STANDARD FEATURES: - Heavy Sheet Metal Structure - Nominal 50" (1270mm) Overall Depth – Full Depth - Nominal 39"(991mm) Overall Depth – Reduced Depth - Module widths of 24"(610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm) - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
107	SD-FD-B2B-TR-EA-EPAN-LH	Full Depth Back to Back Transitional Style End Panel, Left Hand (exotic accent)	1,541.00	15%		1,309.85
108	SD-FD-B2B-TR-EA-EPAN-RH	Full Depth Back to Back Transitional Style End Panel, Right Hand (exotic accent)	1,541.00	15%		1,309.85
Strategy Reduced Depth End Panels						
109	SD-RD-CL-NA-EPAN-LH	Reduced Depth Classic Style End Panel, Left Hand (without accent)	397.00	15%		337.45
110	SD-RD-CL-NA-EPAN-RH	Reduced Depth Classic Style End Panel, Right Hand (without accent)	397.00	15%		337.45
111	SD-RD-CO-NA-EPAN-LH	Reduced Depth Contemporary Style End Panel, Left Hand (without accent)	397.00	15%		337.45
112	SD-RD-CO-NA-EPAN-RH	Reduced Depth Contemporary Style End Panel, Right Hand (without accent)	397.00	15%		337.45
113	SD-RD-TR-NA-EPAN-LH	Reduced Depth Transitional Style End Panel, Left Hand (without accent)	397.00	15%		337.45
114	SD-RD-TR-NA-EPAN-RH	Reduced Depth Transitional Style End Panel, Right Hand (without accent)	397.00	15%		337.45
115	SD-RD-CL-SA-EPAN-LH	Reduced Depth Classic Style End Panel, Left Hand (with accent)	492.00	15%		418.20
116	SD-RD-CL-SA-EPAN-RH	Reduced Depth Classic Style End Panel, Right Hand (with accent)	492.00	15%		418.20
117	SD-RD-CO-SA-EPAN-LH	Reduced Depth Contemporary Style End Panel, Left Hand (with accent)	492.00	15%		418.20
118	SD-RD-CO-SA-EPAN-RH	Reduced Depth Contemporary Style End Panel, Right Hand (with accent)	492.00	15%		418.20
119	SD-RD-TR-SA-EPAN-LH	Reduced Depth Transitional Style End Panel, Left Hand (with accent)	492.00	15%		418.20
120	SD-RD-TR-SA-EPAN-RH	Reduced Depth Transitional Style End Panel, Right Hand (with accent)	492.00	15%		418.20
121	SD-RD-CL-EA-EPAN-LH	Reduced Depth Classic Style End Panel, Left Hand (exotic accent)	807.00	15%		685.95
122	SD-RD-CL-EA-EPAN-RH	Reduced Depth Classic Style End Panel, Right Hand (exotic accent)	807.00	15%		685.95
123	SD-RD-CO-EA-EPAN-LH	Reduced Depth Contemporary Style End Panel, Left Hand (exotic accent)	807.00	15%		685.95
124	SD-RD-CO-EA-EPAN-RH	Reduced Depth Contemporary Style End Panel, Right Hand (exotic accent)	807.00	15%		685.95
125	SD-RD-TR-EA-EPAN-LH	Reduced Depth Transitional Style End Panel, Left Hand (exotic accent)	807.00	15%		685.95
126	SD-RD-TR-EA-EPAN-RH	Reduced Depth Transitional Style End Panel, Right Hand (exotic accent)	807.00	15%		685.95
127	SD-RD-B2B-CL-NA-EPAN-LH	Reduced Depth Back to Back Classic Style End Panel, Left Hand (without accent)	648.00	15%		550.80
128	SD-RD-B2B-CL-NA-EPAN-RH	Reduced Depth Back to Back Classic Style End Panel, Right Hand (without accent)	648.00	15%		550.80
129	SD-RD-B2B-CO-NA-EPAN-LH	Reduced Depth Back to Back Contemporary Style End Panel, Left Hand (without accent)	648.00	15%		550.80
130	SD-RD-B2B-CO-NA-EPAN-RH	Reduced Depth Back to Back Contemporary Style End Panel, Right Hand (without accent)	648.00	15%		550.80
131	SD-RD-B2B-TR-NA-EPAN-LH	Reduced Depth Back to Back Transitional Style End Panel, Left Hand (without accent)	648.00	15%		550.80
132	SD-RD-B2B-TR-NA-EPAN-RH	Reduced Depth Back to Back Transitional Style End Panel, Right Hand (without accent)	648.00	15%		550.80
133	SD-RD-B2B-CL-SA-EPAN-LH	Reduced Depth Back to Back Classic Style End Panel, Left Hand (with accent)	753.00	15%		640.05
134	SD-RD-B2B-CL-SA-EPAN-RH	Reduced Depth Back to Back Classic Style End Panel, Right Hand (with accent)	753.00	15%		640.05

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Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

'STRATEGY DESK™' STANDARD FEATURES:
 - Heavy Sheet Metal Structure
 - Nominal 50" (1270mm) Overall Depth – Full Depth
 - Nominal 39"(991mm) Overall Depth – Reduced Depth
 - Module widths of 24"(610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm)
 - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)	HGAC OFFERED PRICE
135	SD-RD-B2B-CO-SA-EPAN-LH	Reduced Depth Back to Back Contemporary Style End Panel, Left Hand (with accent)	753.00	15%	640.05
136	SD-RD-B2B-CO-SA-EPAN-RH	Reduced Depth Back to Back Contemporary Style End Panel, Right Hand (with accent)	753.00	15%	640.05
137	SD-RD-B2B-TR-SA-EPAN-LH	Reduced Depth Back to Back Transitional Style End Panel, Left Hand (with accent)	753.00	15%	640.05
138	SD-RD-B2B-TR-SA-EPAN-RH	Reduced Depth Back to Back Transitional Style End Panel, Right Hand (with accent)	753.00	15%	640.05
139	SD-RD-B2B-CL-EA-EPAN-LH	Reduced Depth Back to Back Classic Style End Panel, Left Hand (exotic accent)	1,384.00	15%	1,176.40
140	SD-RD-B2B-CL-EA-EPAN-RH	Reduced Depth Back to Back Classic Style End Panel, Right Hand (exotic accent)	1,384.00	15%	1,176.40
141	SD-RD-B2B-CO-EA-EPAN-LH	Reduced Depth Back to Back Contemporary Style End Panel, Left Hand (exotic accent)	1,384.00	15%	1,176.40
142	SD-RD-B2B-CO-EA-EPAN-RH	Reduced Depth Back to Back Contemporary Style End Panel, Right Hand (exotic accent)	1,384.00	15%	1,176.40
143	SD-RD-B2B-TR-EA-EPAN-LH	Reduced Depth Back to Back Transitional Style End Panel, Left Hand (exotic accent)	1,384.00	15%	1,176.40
144	SD-RD-B2B-TR-EA-EPAN-RH	Reduced Depth Back to Back Transitional Style End Panel, Right Hand (exotic accent)	1,384.00	15%	1,176.40
145	SD-RD-HD-EPAN-LH	Reduced Depth Hood End Panel, Left Hand (without accent)	458.00	15%	389.30
146	SD-RD-HD-EPAN-RH	Reduced Depth Hood End Panel, Right Hand (without accent)	458.00	15%	389.30
147	SD-RD-HD-2P-EPAN-LH	Reduced Depth Hood End Panel, Left Hand (with accent)	492.00	15%	418.20
148	SD-RD-HD-2P-EPAN-RH	Reduced Depth Hood End Panel, Right Hand (with accent)	492.00	15%	418.20
EQUIPMENT SUPPORT SOLUTIONS					
Strategy Equipment Support Arms and Shelves					
149	SD-FD-SHELF-FIXED	Fixed Processor Shelf for Full Depth Module (Supports both Desktop & Tower)	193.00	15%	164.05
150	SD-RD-SHELF-FIXED	Fixed Processor Shelf for Reduced Depth Module (Supports both Desktop & Tower)	193.00	15%	164.05
151	SD-FD-SHELF-SLIDE	Lower Slide-out Processor Shelf Kit for Full Depth module	224.00	15%	190.40
152	SD-SHELF-DOORMT	Door Mounted Processor Shelf for Full or Reduced Depth Module	209.00	15%	177.65
153	SD-FD-RM-2PT	2 Point Rackmount Kit for Full Depth Module (includes rails & mounting hardware)	378.00	15%	321.30
154	SD-RD-RM-2PT	2 Point Rackmount Kit for Reduced Depth Module (includes rails & mounting hardware)	378.00	15%	321.30
155	SD-RM-4PT	4 Point Rackmount Kit for Full Depth Module (includes rails & mounting hardware)	534.00	15%	453.90
156	IR24SS	19" (483mm) EIA Rackmount Support Shelf	284.00	15%	241.40
157	14120	1 3/4" (44 mm) {1RU} Aluminum Filler, Painted Black	80.00	15%	68.00
158	14121	3 1/2" (89 mm) {2RU} Aluminum Filler, Painted Black	83.00	15%	70.55
159	14122	5 1/4" (133 mm) {3RU} Aluminum Filler, Painted Black	92.00	15%	78.20
160	LCD-BRKT	Mounting Bracket for Large Screen LCD; Includes Premier Mounts CTM MS2 Mounting Kit with 12 Degrees of Adjustment (Fits Displays 37" to 61" Max 160lbs); Includes Aluminum Support Columns Fastened to Rear of Console (Powdercoat Black) with PVC Cable Management Channel	1,938.00	15%	1,647.30
ACCESSORIES					
Strategy Electrical Accessories					
161	SD-PBAR	Internal Mounted 120 V, 15 amp., 6 Outlet, Power Bar with 6 Grounded Powercord (CSA/UL Rated)	64.00	15%	54.40

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

STRATEGY DESK™ STANDARD FEATURES: - Heavy Sheet Metal Structure - Nominal 50" (1270mm) Overall Depth – Full Depth - Nominal 39"(991mm) Overall Depth – Reduced Depth - Module widths of 24"(610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm) - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)
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EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount %		HGAC OFFERED PRICE
				(inclusive of Order Processing Charge)		
162	SD-DUPLEX	Internal Mounted 120V, 15 amp, Duplex Convenience Outlet with Plastic Cover (conduit & wiring by others)	29.00	15%		24.65
163	1045235	Internal Mounted European "SCHUKO" power strip; 6 outlets; 250 Volt; 16 amp; 3 meter cord; accepts "SHUKO" CEE 7 and CEE 7-7 plugs; CE mark	125.00	15%		106.25
164	1269589	United Kingdom Power Strip; 6 outlets; illuminated on/off switch; 250 volt; fused 13 amp BS 1363A plugs; 3 meter cord; CE mark	165.00	15%		140.25
165	SD-GLUGS	Internal Console Grounding Lugs with Continuous Braided Copper Grounding Cable (per linear ft.)	24.00	15%		20.40
166	RPFAN	Front or Rear Panel Mounted Ventilation Fan	259.00	15%		220.15
167	RPFGRILL	Rear Panel Fan Grill (Fan Not Included)	113.00	15%		96.05
168	SD-TSKL	Slatwall Mounted Tasklight by JOLT - Model: "Huron" Model, Black, Compact Fluorescent Lamp, Double Articulated Arm, Reach: 30" (762mm), 10' (2540mm) Cord; Hi/Lo/Off switch; 12,000 hr lamp life	263.00	15%		223.55
169	DT-TSKL	Desktop Mounted Tasklight by JOLT - Model: "Huron", Color: "Black", Lamp: "Compact Fluorescent", Arm: "Double Articulated", Reach: 30" (762mm), Cord: 6' (1.83m)	263.00	15%		223.55
170	DT-TSKLSWM	Tasklight by Konzept, Z-Bar Model with extended arm length, Black Finish, High Power Daylight LED Lamps (40,000 lamp life), 4 Step Dimmer, adapter cord and plug. Includes slatwall mounting bracket	220.00	15%		187.00
171	DT-TSKLWB	Tasklight by Konzept, Z-Bar Model with extended arm length, Black Finish, High Power Daylight LED Lamps (40,000 lamp life), 4 Step Dimmer, adapter cord and plug. Includes weighted base	220.00	15%		187.00
172	GSNK-LMP	Surface mounted, Low Intensity Littlite 18" Gooseneck Lamp w/ Transformer	127.00	15%		107.95
173	FPNL-HEAT	Front Panel Flush Mounted Radiant Heat Panel Painted to Match Console Exterior Panel Color	466.00	15%		396.10
174	SD-SW-TASK	Slatwall mounted Linear Tasklight (per linear ft.)	186.00	15%		158.10
175	SD-DM-LTL	Desk Mounted Linear Task Light (per linear ft.)	226.00	15%		192.10
176	SD-BHA-01	Backhood Assembly with Linear Tasklight (per linear ft.)	452.00	15%		384.20
177	PCG	Oval Power & Communications Grommet (6" x 3") w/ Two Cat.5E data inserts and one 110 volt outlet. 6 ft. cord.	322.00	15%		273.70
Evans PowerLine						
178	SD-PL-WHIP-10	10' PowerLine Starter/Whip (3L 3N 2G)	205.00	15%		174.25
179	SD-PL-WHIP-20	20' PowerLine Starter/Whip (3L 3N 2G)	302.00	15%		256.70
180	SD-PL-JBOX-2R	PowerLine Junction Box (2R)	147.00	15%		124.95
181	SD-PL-JBOX-3R	PowerLine Junction Box (3R)	180.00	15%		153.00
182	SD-PL-BAR-3X2	PowerLine Bar, 3cct x 2, 5-20R	372.00	15%		316.20
183	SD-PL-BAR-3X3	PowerLine Bar, 3cct x 3, 5-20R	397.00	15%		337.45
184	SD-PL-EXT-2	2' PowerLine Extender	130.00	15%		110.50
185	SD-PL-EXT-3	3' PowerLine Extender	140.00	15%		119.00
186	SD-PL-EXT-6	6' PowerLine Extender	167.00	15%		141.95
187	SD-PL-EXT-10	10' PowerLine Extender	205.00	15%		174.25
Strategy Operator Features						
188	SD-AWSK-M	Adjustable work surface Kit (manual hand crank) , 36" (914mm) to 72" (1829mm) Adjustable Section Length w/w Right and Left End Caps, (nominal 5" (127mm) vertical range, 26 1/2" - 31 1/2" (673mm x 800mm))	1,637.00	15%		1,391.45

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

STRATEGY DESK™ STANDARD FEATURES:
 - Heavy Sheet Metal Structure
 - Nominal 50" (1270mm) Overall Depth – Full Depth
 - Nominal 39"(991mm) Overall Depth – Reduced Depth
 - Module widths of 24"(610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm)
 - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
189	SD-AWSK-P	Adjustable work surface Kit (Power Assist) , 36" (914mm) to 72" (1829mm) Adjustable Section Length c/w Right and Left End Caps, (nominal 5" (127mm) vertical range, 26 1/2" - 31 1/2" (673mm x 800mm))	2,738.00	15%		2,327.30
190	SD-AKP	Articulating Keyboard Platform w/ Mechanical Counterbalance Mechanism (Manual) w/ nominal 12" (305mm) vertical range; To Maximum 72" (1829mm) Length; Plastic Laminate Worksurface with Soft Urethane Nosing Front Edge	883.00	15%		750.55
191	SD-UC-KD-22	Undercounter Keyboard Drawer w/ Locking Slides and Integrated Palm Rest (nominal 20 3/8" (518mm) clear inside dimension)	422.00	15%		358.70
192	SD-UC-KMT	Retractable Under Keyboard Drawer Mouse Tray - Extends to Left or Right Side of Undercounter Keyboard Drawer.	249.00	15%		211.65
193	SD-UC-PD	Undercounter Pencil Drawer	429.00	15%		364.65
Strategy Convenience Accessories						
194	SD-SW-SMUS	Slatwall Mount Universal Shelf by Details (WUS3) - 3 Pack, 2 3/4" (70mm) x 12 1/4" (311mm)	107.00	15%		90.95
195	SD-SW-SMPPC	Slatwall Mount Pen / Pencil Cup by Details (WPCS)	63.00	15%		53.55
196	SW-SMDNH	Slatwall Mount Diskette / Note Holder by Details (WDNS)	63.00	15%		53.55
197	SW-SMPM	Slatwall Mount Paperilo Manager by Details (WPF5) - Expandable from Letter to Legal Size	159.00	15%		135.15
198	SW-SLT-P	Slatwall Letter Tray by Details (WLTS) - Qt 1, Polystyrene 10" (254mm) x 2 1/4" (57.2mm)	63.00	15%		53.55
199	SD-SW-SLT	Slatwall Letter Tray by Evans - Painted Metal Support, 12" x 9" x 2 1/4" (300mm x 220mm x 60mm)	85.00	15%		72.25
200	SD-SW-SMBH	Slatwall Mount Binder Holder by Details (WBHS) - Polystyrene Support Holds 4" (102mm) of Materials up to 10 lbs. (4.53 Kg)	80.00	15%		68.00
201	SD-SW-SMBH-P	Slatwall Mount Binder Holder by Evans - Painted Metal Support 5" (127mm) wide	85.00	15%		72.25
202	SW-SMBH-7	Slatwall Mount Office in a File by Details (WOF5) - Seven Compartments to hold Small Office Tools	80.00	15%		68.00
203	SD-SW-SMTS	Slatwall Mounted Telephone Shelf on Single Tier Articulating Arm	513.00	15%		436.05
204	FOOTREST	Foot Rest w/ Pivot and Height Adjustability	271.00	15%		230.35
205	CBL-GRMT-2X3	Cable Grommet - Black, 2" x 3" (51mm x 76mm)	29.00	15%		24.65
206	PAPER-GRMT	Paper Grommet - 17 1/2" x 1" (445mm x 25mm)	68.00	15%		57.80
207	CBL-GRMT-3/4	3/4" (19 mm) Dia. Cable Grommet	25.00	15%		21.25
208	CBL-GRMT-1 3/4	1 3/4" (44 mm) Dia. Cable Grommet	25.00	15%		21.25
209	FLR-ANCHOR	Floor Anchor Bracket Kit (per module); NOTE Bracket supplied by Evans, fastening to floor by others.	116.00	15%		98.60
210	WRKS-PLXI	1/8" Non-Glare Work surface Plexiglas Inlay (per linear foot)	382.00	15%		324.70
Monitor Arms						
211	SD-CSTM 1073390	Innovative Model #3500 Single Tier Flat Panel Monitor Arm (18" Extendable, 10" Height Adjustable). Accommodates monitors weighing 4 lbs - 25.5 lbs. Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). NOTE: Client must provide monitor weight and specifications at time of sign-off	443.00	15%		376.55

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

STRATEGY DESK™ STANDARD FEATURES:
 - Heavy Sheet Metal Structure
 - Nominal 50" (1270mm) Overall Depth – Full Depth
 - Nominal 39"(991mm) Overall Depth – Reduced Depth
 - Module widths of 24"(610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm)
 - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
212	SD-1073643	Innovative Model #9112-S Single Tier Flat Panel Monitor Arm (14" Extension, 16" Pole Height). Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	349.00	15%		296.65
2113	SD-1074206	Innovative Model #9112-D Double Tier Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	458.00	15%		389.30
214	SD-1074208	Innovative Model #9120-S Single Tier Dual Flat Panel Monitor Arm (14" Extension, 16" Pole Height). Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	500.00	15%		425.00
215	SD-1074209	Innovative Model #9120-D Double Tier Dual Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Flexmount Kit and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	760.00	15%		646.00
216	SD-1073275	Innovative Model #9112-S Single Tier Flat Panel Monitor Arm (14" Extension, 12" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	353.00	15%		300.05
217	SD-ST-MON ARM	Innovative Model #9130 Long Reach Single Tier Flat Panel Monitor Arm (16" Extension, 12" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	371.00	15%		315.35
218	SD-CSTM 1060356	Innovative Model #3500 Single Tier Flat Panel Monitor Arm (18" Extendable, 10" Height Adjustable). Accommodates monitors weighing 4 lbs - 25.5 lbs. Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). NOTE: Client must provide monitor weight and specifications at time of sign-off	446.00	15%		379.10
219	SD-1060359	Innovative Model #9112-D Double Tier Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	461.00	15%		391.85
220	SD-1073388	Innovative Model #9120-S Single Tier Dual Flat Panel Monitor Arm (14" Extension, 12" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm). Accommodates monitor weighing up to 40lb (18.1kg)	504.00	15%		428.40
221	SD-1060423	Innovative Model #9120-D Double Tier Dual Flat Panel Monitor Arm (14" Extension, 24" Pole Height). Includes Slatwall Mount and VESA compliant adapter plates (75mm and 100mm)	763.00	15%		648.55
222	SD-E-Arm-20-SW-SH	Single High Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" Pole Height (305mm). Includes Slatwall Mount and VESA adapter Plate(75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	353.00	15%		300.05

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

'STRATEGY DESK™' STANDARD FEATURES:
 - Heavy Sheet Metal Structure
 - Nominal 50" (1270mm) Overall Depth - Full Depth
 - Nominal 39" (991mm) Overall Depth - Reduced Depth
 - Module widths of 24" (610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm)
 - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
223	SD-E-Arm-20-SW-DH	Double High Articulating Monitor Arm with nominal 20" (508mm) Extension, 24" (610mm) Pole Height. Includes Slatwall Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	461.00	15%		391.85
224	SD-E-Arm-20-SW-SS	Side-by-Side Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" (305mm) Pole Height. Includes Slatwall Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	503.00	15%		427.55
225	SD-E-Arm-20-DT-SH	Single High Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" Pole Height (305mm). Includes Desktop Mount and VESA adapter Plate(75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	342.00	15%		290.70
226	SD-E-Arm-20-DT-DH	Double High Articulating Monitor Arm with nominal 20" (508mm) Extension, 24" (610mm) Pole Height. Includes Desktop Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	450.00	15%		382.50
227	SD-E-Arm-20-DT-SS	Side-by-Side Articulating Monitor Arm with nominal 20" (483mm) Extension, 12" (305mm) Pole Height. Includes Desktop Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	492.00	15%		418.20
FEATURES & FINISH UPGRADES						
228	SD-WSU/P	Desktop Return - Worksurface with Pedestal	2,883.00	15%		2,450.55
229	SD-DR/OS	Desktop Return - Worksurface with Open Storage Below	2,295.00	15%		1,950.75
230	SD-DR/G	Desktop Return - Worksurface with Support Gable	963.00	15%		818.55
231	SD-DR/L	Desktop Return - Worksurface with 2 Painted Metal Support Legs	859.00	15%		730.15
232	SD-RD-ADMK-SNGL-EC OPEN-FD	Full Depth Round Worksurface Extension w/ black support legs (with end panel)	1,191.00	15%		1,012.35
233	SD-RD-ADMK-SNGL-EC DOOR-FD	Full Depth Round Worksurface Extension w/ closed door & shelves (with end panel)	1,945.00	15%		1,653.25
234	SD-RD-ADMK-SNGL-EC SHELF-FD	Full Depth Round Worksurface Extension w/ open shelf storage (with end panel)	1,860.00	15%		1,581.00
235	SD-RD-ADMK-SNGL-EC OPEN-RD	Reduced Depth Round Worksurface Extension w/ black support legs (with end panel)	1,083.00	15%		920.55
236	SD-RD-ADMK-SNGL-EC DOOR-RD	Reduced Depth Round Worksurface Extension w/ closed door & shelves (with end panel)	1,768.00	15%		1,502.80
237	SD-RD-ADMK-SNGL-EC SHELF-RD	Reduced Depth Round Worksurface Extension w/ open shelf storage (with end panel)	1,691.00	15%		1,437.35
238	SD-SQ-ADMK-SNGL-EC OPEN-FD	Full Depth Square Worksurface Extension w/ black support legs (with end panel)	1,191.00	15%		1,012.35
239	SD-SQ-ADMK-SNGL-EC DOOR-FD	Full Depth Square Worksurface Extension w/ closed door & shelves (with end panel)	1,945.00	15%		1,653.25
240	SD-SQ-ADMK-SNGL-EC SHELF-FD	Full Depth Square Worksurface Extension w/ open shelf storage (with end panel)	1,860.00	15%		1,581.00
241	SD-SQ-ADMK-SNGL-EC OPEN-RD	Reduced Depth Square Worksurface Extension w/ black support legs (with end panel)	1,083.00	15%		920.55
242	SD-SQ-ADMK-SNGL-EC DOOR-RD	Reduced Depth Square Worksurface Extension w/ closed door & shelves (with end panel)	1,768.00	15%		1,502.80
243	SD-SQ-ADMK-SNGL-EC SHELF-RD	Reduced Depth Square Worksurface Extension w/ open shelf storage (with end panel)	1,691.00	15%		1,437.35
244	SD-RD-ADMK-P-DOOR-48	48" Round Worksurface Peninsula w/ closed door & shelves	3,603.00	15%		3,062.55

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

STRATEGY DESK™ STANDARD FEATURES:
 - Heavy Sheet Metal Structure
 - Nominal 50" (1270mm) Overall Depth – Full Depth
 - Nominal 39" (991mm) Overall Depth – Reduced Depth
 - Module widths of 24" (610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm)
 - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)		HGAC OFFERED PRICE
245	SD-RD-ADMK-P-DOOR-72	72" Round Worksurface Peninsula w/ closed door & shelves	4,486.00	15%		3,813.10
246	SD-RD-ADMK-P-	48" Round Worksurface Peninsula w/ file file storage	3,812.00	15%		3,240.20
247	SD-RD-ADMK-P-	72" Round Worksurface Peninsula w/ file file storage	4,835.00	15%		4,109.75
248	SD-RD-ADMK-P-OPEN-	24" Round Worksurface Peninsula w/ black support legs	1,083.00	15%		920.55
249	SD-RD-ADMK-P-OPEN-	48" Round Worksurface Peninsula w/ black support legs	1,144.00	15%		972.40
250	SD-RD-ADMK-P-OPEN-72	72" Round Worksurface Peninsula w/ black support legs	1,205.00	15%		1,024.25
251	SD-RD-ADMK-P-SHELF-24	24" Round Worksurface Peninsula w/ open shelf storage	2,581.00	15%		2,193.85
252	SD-RD-ADMK-P-SHELF-48	48" Round Worksurface Peninsula w/ open shelf storage	3,394.00	15%		2,884.90
253	SD-RD-ADMK-P-SHELF-72	72" Round Worksurface Peninsula w/ open shelf storage	4,207.00	15%		3,575.95
254	SD-SQ-ADMK-P-DOOR-48	48" Square Worksurface Peninsula w/ closed door & shelves	2,755.00	15%		2,341.75
255	SD-SQ-ADMK-P-DOOR-72	72" Square Worksurface Peninsula w/ closed door & shelves	3,638.00	15%		3,092.30
256	SD-SQ-ADMK-P-	48" Square Worksurface Peninsula w/ file file storage	2,877.00	15%		2,445.45
257	SD-SQ-ADMK-P-	72" Square Worksurface Peninsula w/ file file storage	4,056.00	15%		3,447.60
258	SD-SQ-ADMK-P-OPEN-24	24" Square Worksurface Peninsula w/ black support legs	840.00	15%		714.00
259	SD-SQ-ADMK-P-OPEN-48	48" Square Worksurface Peninsula w/ black support legs	901.00	15%		765.85
260	SD-SQ-ADMK-P-OPEN-72	72" Square Worksurface Peninsula w/ black support legs	961.00	15%		816.85
261	SD-SQ-ADMK-P-SHELF-24	24" Square Worksurface Peninsula w/ open shelf storage	1,803.00	15%		1,532.55
262	SD-SQ-ADMK-P-SHELF-48	48" Square Worksurface Peninsula w/ open shelf storage	2,616.00	15%		2,223.60
263	SD-SQ-ADMK-P-SHELF-72	72" Square Worksurface Peninsula w/ open shelf storage	3,429.00	15%		2,914.65
264	SD-CUWSE	Injection Molded Soft Urethane work surface Front Edge (lin. ft)	61.00	15%		51.85
265	SD-BP-C	Credit for Back Panels not used (ea)	(73.00)	15%		-62.05
266	SD-U-LOP	Upgrade lift-off panel (access into cable tray) to perforated sheet metal; powdercoat finish	146.00	15%		124.10
267	SD-FST-22-BFP	Freestanding Turret; 22" wide x 16.5" high sheet metal with black powdercoat finish; blank 1/8" aluminum face plate (cut-outs, controls, labels and wiring by others); end panels with console finish	706.00	15%		600.10
268	SD-FST-22-8RM	Freestanding Turret; 22" wide x 16.5" high sheet metal with black powdercoat finish; 8RU rackmount; end panels with console finish	706.00	15%		600.10
269	SD-KPL	Keyed Panel Lock	146.00	15%		124.10
270	SD-SWN	Upgrade to worksurface nosing to scalloped curve (per console)	145.00	15%		123.25
271	SD-TRSH	Transaction shelf 16" (450mm) wide; HPL plastic laminate surface with matching PVC edging; sheet metal slatwall mounting brackets with powdercoat black finish (per lin. ft.)	339.00	15%		288.15
272	SD-TP	Termination panel inset in lower console frame; 5" (125mm) wide x 14" high (355mm) particle board with black laminate finish	73.00	15%		62.05
273		Strategy Desk Floor Template (Project Specific)		15%		0.00
274	SD-FT-24	24" Templates	11.10	15%		9.44
275	SD-FT-48	48" Templates	22.19	15%		18.86



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

STRATEGY DESK™ STANDARD FEATURES:
 - Heavy Sheet Metal Structure
 - Nominal 50" (1270mm) Overall Depth – Full Depth
 - Nominal 39" (991mm) Overall Depth – Reduced Depth
 - Module widths of 24" (610mm), 26" (660mm), 30" (762mm), 48" (1219mm), 60" (1524mm), & 72" (1829mm)
 - External Panel Finish, per Evans' Standard Offerings (as noted in quotation below)

EVANS ITEM NO.	PART NUMBER	DESCRIPTION	Discount % (inclusive of Order Processing		HGAC OFFERED PRICE
			LIST PRICE	Charge)	
276	SD-FT-60	60" Templates	27.74	15%	23.58
277	SD-FT-66	66" Templates	30.51	15%	25.93
278	SD-FT-72	72" Templates	33.29	15%	28.30
279	CNSL-RST-KT	Console Restraint Kit, Includes Nylon Equipment Strapping, Floor Anchor Bracket, and Front and Rear Panels Locks (Keyed Alike). Per 24" or 30" bay. Not applicable to Corner Modules. NOTE: Anchor Brackets supplied by Evans/ Fastened to floor by others	342.00	15%	290.70
280	SD-CPC	Custom Powdercoat Colors	1,136.00	15%	965.60
SERVICES					
Strategy Desk Services					
281	SD-OPT-R4-CUSTOM	Custom Digital Color Rendering	377.00	15%	320.45
282	SD-OPT-V1	Digital "Pan & Zoom" Computer Animation of Console & Room (detailed drawings and finishes required from client)	754.00	15%	640.90
283	SD-OPT-V2	Full Motion, Walkthrough Animation of Control Room (detailed drawings and finishes as required from client) (price is per minute of video)	3,771.00	15%	3,205.35
FACTORY ACCEPTANCE					
284	SD-FAC-ACC-SINGLE	Single Console Staged Factory Acceptance	754.00	15%	640.90
CUSTOM OPTIONS					
285	SD-CMC-BASE	Custom Module Component- Base	603.00	15%	512.55
286	SD-CMC-ARM	Custom Module Component- Arm	1,131.00	15%	961.35
287	SD-CMC-MILLWORK	Custom Module Component- Millwork	762.00	15%	647.70

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS				Discount %	
ITEM			LIST	(inclusive of	HGAC
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Order Processing Charge)	OFFERED PRICE
STRAIGHT MODULES					
Strategy Air Full Depth Desktop Modules					
1	SA-FD-DT-24	24" (610mm) Wide Full Depth Desktop Module	2,238.72	15%	1,902.91
2	SA-FD-DT-30	30" (762mm) Wide Full Depth Desktop Module	2,798.40	15%	2,378.64
3	SA-FD-DT-48	48" (1219mm) Wide Full Depth Desktop Module	3,199.68	15%	2,719.73
4	SA-FD-DT-60	60" (1524mm) Wide Full Depth Desktop Module	3,658.16	15%	3,109.44
5	SA-FD-DT-72	72" (1829mm) Wide Full Depth Desktop Module	4,196.72	15%	3,567.21
6	SA-FD-MP-24	24" (610mm) Wide Full Depth Desktop Module with Rear Modesty Panel	2,282.72	15%	1,940.31
7	SA-FD-MP-30	30" (762mm) Wide Full Depth Desktop Module with Rear Modesty Panel	2,853.40	15%	2,425.39
8	SA-FD-MP-48	48" (1219mm) Wide Full Depth Desktop Module with Rear Modesty Panel	3,287.68	15%	2,794.53
9	SA-FD-MP-60	60" (1524mm) Wide Full Depth Desktop Module with Rear Modesty Panel	3,768.16	15%	3,202.94
10	SA-FD-MP-72	72" (1829mm) Wide Full Depth Desktop Module with Rear Modesty Panel	4,328.72	15%	3,679.41
11	SA-FD-EM-24	24" (610mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	2,295.04	15%	1,950.78
12	SA-FD-EM-30	30" (762mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	2,868.80	15%	2,438.48
13	SA-FD-EM-48	48" (1219mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	3,312.32	15%	2,815.47
14	SA-FD-EM-60	60" (1524mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	3,798.96	15%	3,229.12
15	SA-FD-EM-72	72" (1829mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	4,365.68	15%	3,710.83
16	SA-FD-DT-MW-24	24" (610mm) Wide Full Depth Desktop Module with Rear Monitor Well	2,282.72	15%	1,940.31
17	SA-FD-DT-MW-30	30" (762mm) Wide Full Depth Desktop Module with Rear Monitor Well	2,853.40	15%	2,425.39
18	SA-FD-DT-MW-48	48" (1219mm) Wide Full Depth Desktop Module with Rear Monitor Well	3,287.68	15%	2,794.53
19	SA-FD-DT-MW-60	60" (1524mm) Wide Full Depth Desktop Module with Rear Monitor Well	3,768.16	15%	3,202.94
20	SA-FD-DT-MW-72	72" (1829mm) Wide Full Depth Desktop Module with Rear Monitor Well	4,328.72	15%	3,679.41
21	SA-FD-MP-MW-24	24" (610mm) Wide Full Depth Desktop Module with Rear Modesty Panel and Monitor Well	2,326.72	15%	1,977.71
22	SA-FD-MP-MW-30	30" (762mm) Wide Full Depth Desktop Module with Rear Modesty Panel and Monitor Well	2,908.40	15%	2,472.14
23	SA-FD-MP-MW-48	48" (1219mm) Wide Full Depth Desktop Module with Rear Modesty Panel and Monitor Well	3,375.68	15%	2,869.33
24	SA-FD-MP-MW-60	60" (1524mm) Wide Full Depth Desktop Module with Rear Modesty Panel and Monitor Well	3,878.16	15%	3,296.44
25	SA-FD-MP-MW-72	72" (1829mm) Wide Full Depth Desktop Module with Rear Modesty Panel and Monitor Well	4,460.72	15%	3,791.61
26	SA-FD-EM-MW-24	24" (610mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	2,339.04	15%	1,988.18
27	SA-FD-EM-MW-30	30" (762mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	2,923.80	15%	2,485.23
28	SA-FD-EM-MW-48	48" (1219mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	3,400.32	15%	2,890.27
29	SA-FD-EM-MW-60	60" (1524mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	3,908.96	15%	3,322.62

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS			Discount %	
ITEM			(inclusive of	HGAC
NO.	H-GAC Product Code	DESCRIPTION	LIST PRICE	Order Processing Charge) OFFERED PRICE
30	SA-FD-EM-MW-72	72" (1829mm) Wide Full Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	4,497.68	15% 3,823.03
Strategy Air Reduced Depth Desktop Modules				
31	SA-RD-DT-24	24" (610mm) Wide Reduced Depth Desktop Module	2,142.80	15% 1,821.38
32	SA-RD-DT-30	30" (762mm) Wide Reduced Depth Desktop Module	2,677.84	15% 2,276.16
33	SA-RD-DT-48	48" (1219mm) Wide Reduced Depth Desktop Module	3,145.12	15% 2,673.35
34	SA-RD-DT-60	60" (1524mm) Wide Reduced Depth Desktop Module	3,612.40	15% 3,070.54
35	SA-RD-DT-72	72" (1829mm) Wide Reduced Depth Desktop Module	4,148.32	15% 3,526.07
36	SA-RD-MP-24	24" (610mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel	2,186.80	15% 1,858.78
37	SA-RD-MP-30	30" (762mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel	2,732.84	15% 2,322.91
38	SA-RD-MP-48	48" (1219mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel	3,233.12	15% 2,748.15
39	SA-RD-MP-60	60" (1524mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel	3,722.40	15% 3,164.04
40	SA-RD-MP-72	72" (1829mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel	4,280.32	15% 3,638.27
41	SA-RD-EM-24	24" (610mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	2,199.12	15% 1,869.25
42	SA-RD-EM-30	30" (762mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	2,748.24	15% 2,336.00
43	SA-RD-EM-48	48" (1219mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	3,257.76	15% 2,769.10
44	SA-RD-EM-60	60" (1524mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	3,753.20	15% 3,190.22
45	SA-RD-EM-72	72" (1829mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	4,317.28	15% 3,669.69
46	SA-RD-DT-MW-24	24" (610mm) Wide Reduced Depth Desktop Module with Rear Monitor Well	2,186.80	15% 1,858.78
47	SA-RD-DT-MW-30	30" (762mm) Wide Reduced Depth Desktop Module with Rear Monitor Well	2,732.84	15% 2,322.91
48	SA-RD-DT-MW-48	48" (1219mm) Wide Reduced Depth Desktop Module with Rear Monitor Well	3,233.12	15% 2,748.15
49	SA-RD-DT-MW-60	60" (1524mm) Wide Reduced Depth Desktop Module with Rear Monitor Well	3,722.40	15% 3,164.04
50	SA-RD-DT-MW-72	72" (1829mm) Wide Reduced Depth Desktop Module with Rear Monitor Well	4,280.32	15% 3,638.27
51	SA-RD-MP-MW-24	24" (610mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel and Monitor Well	2,230.80	15% 1,896.18
52	SA-RD-MP-MW-30	30" (762mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel and Monitor Well	2,787.84	15% 2,369.66
53	SA-RD-MP-MW-48	48" (1219mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel and Monitor Well	3,321.12	15% 2,822.95
54	SA-RD-MP-MW-60	60" (1524mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel and Monitor Well	3,832.40	15% 3,257.54
55	SA-RD-MP-MW-72	72" (1829mm) Wide Reduced Depth Desktop Module with Rear Modesty Panel and Monitor Well	4,412.32	15% 3,750.47
56	SA-RD-EM-MW-24	24" (610mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	2,243.12	15% 1,906.65
57	SA-RD-EM-MW-30	30" (762mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	2,803.24	15% 2,382.75
58	SA-RD-EM-MW-48	48" (1219mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	3,345.76	15% 2,843.90

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS				Discount %	
ITEM			LIST	(inclusive of	HGAC
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Order Processing Charge)	PRICE
59	SA-RD-EM-MW-60	60" (1524mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	3,863.20	15%	3,283.72
60	SA-RD-EM-MW-72	72" (1829mm) Wide Reduced Depth Desktop Module with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	4,449.28	15%	3,781.89
CORNERS					
Strategy Air Full Depth Desktop Corners					
61	SA-FD-DT-LC-5	5° Full Depth Desktop Long Corner	405.68	15%	344.83
62	SA-FD-DT-LC-10	10° Full Depth Desktop Long Corner	405.68	15%	344.83
63	SA-FD-DT-LC-15	15° Full Depth Desktop Long Corner	405.68	15%	344.83
64	SA-FD-DT-LC-20	20° Full Depth Desktop Long Corner	405.68	15%	344.83
65	SA-FD-DT-LC-22	22 1/2° Full Depth Desktop Long Corner	405.68	15%	344.83
66	SA-FD-DT-LC-30	30° Full Depth Desktop Long Corner	405.68	15%	344.83
67	SA-FD-DT-LC-45	45° Full Depth Desktop Long Corner	476.08	15%	404.67
68	SA-FD-DT-LC-90	90° Full Depth Desktop Long Corner	546.48	15%	464.51
69	SA-FD-MP-LC-5	5° Full Depth Desktop Long Corner with Rear Modesty Panel	405.68	15%	344.83
70	SA-FD-MP-LC-10	10° Full Depth Desktop Long Corner with Rear Modesty Panel	405.68	15%	344.83
71	SA-FD-MP-LC-15	15° Full Depth Desktop Long Corner with Rear Modesty Panel	405.68	15%	344.83
72	SA-FD-MP-LC-20	20° Full Depth Desktop Long Corner with Rear Modesty Panel	405.68	15%	344.83
73	SA-FD-MP-LC-22	22 1/2° Full Depth Desktop Long Corner with Rear Modesty Panel	405.68	15%	344.83
74	SA-FD-MP-LC-30	30° Full Depth Desktop Long Corner with Rear Modesty Panel	405.68	15%	344.83
75	SA-FD-MP-LC-45	45° Full Depth Desktop Long Corner with Rear Modesty Panel	476.08	15%	404.67
76	SA-FD-MP-LC-90	90° Full Depth Desktop Long Corner with Rear Modesty Panel	546.48	15%	464.51
77	SA-FD-EM-LC-5	5° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
78	SA-FD-EM-LC-10	10° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
79	SA-FD-EM-LC-15	15° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
80	SA-FD-EM-LC-20	20° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
81	SA-FD-EM-LC-22	22 1/2° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
82	SA-FD-EM-LC-30	30° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
83	SA-FD-EM-LC-45	45° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	476.08	15%	404.67
84	SA-FD-EM-LC-90	90° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	546.48	15%	464.51
85	SA-FD-DT-MW-LC-5	5° Full Depth Desktop Long Corner with Rear Monitor Well	405.68	15%	344.83
86	SA-FD-DT-MW-LC-10	10° Full Depth Desktop Long Corner with Rear Monitor Well	405.68	15%	344.83
87	SA-FD-DT-MW-LC-15	15° Full Depth Desktop Long Corner with Rear Monitor Well	405.68	15%	344.83
88	SA-FD-DT-MW-LC-20	20° Full Depth Desktop Long Corner with Rear Monitor Well	405.68	15%	344.83
89	SA-FD-DT-MW-LC-22	22 1/2° Full Depth Desktop Long Corner with Rear Monitor Well	405.68	15%	344.83
90	SA-FD-DT-MW-LC-30	30° Full Depth Desktop Long Corner with Rear Monitor Well	405.68	15%	344.83
91	SA-FD-DT-MW-LC-45	45° Full Depth Desktop Long Corner with Rear Monitor Well	476.08	15%	404.67



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS				Discount %	
ITEM			LIST	(inclusive of	HGAC
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Order Processing Charge)	OFFERED PRICE
92	SA-FD-DT-MW-LC-90	90° Full Depth Desktop Long Corner with Rear Monitor Well	546.48	15%	464.51
93	SA-FD-MP-MW-LC-5	5° Full Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
94	SA-FD-MP-MW-LC-10	10° Full Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
95	SA-FD-MP-MW-LC-15	15° Full Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
96	SA-FD-MP-MW-LC-20	20° Full Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
97	SA-FD-MP-MW-LC-22	22 1/2° Full Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
98	SA-FD-MP-MW-LC-30	30° Full Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
99	SA-FD-MP-MW-LC-45	45° Full Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	476.08	15%	404.67
100	SA-FD-MP-MW-LC-90	90° Full Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	546.48	15%	464.51
101	SA-FD-EM-MW-LC-5	5° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
102	SA-FD-EM-MW-LC-10	10° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
103	SA-FD-EM-MW-LC-15	15° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
104	SA-FD-EM-MW-LC-20	20° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
105	SA-FD-EM-MW-LC-22	22 1/2° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
106	SA-FD-EM-MW-LC-30	30° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
107	SA-FD-EM-MW-LC-45	45° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	476.08	15%	404.67
108	SA-FD-EM-MW-LC-90	90° Full Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	546.48	15%	464.51
109	SA-FD-DT-RC-5	5° Full Depth Desktop Reverse Corner	405.68	15%	344.83
110	SA-FD-DT-RC-10	10° Full Depth Desktop Reverse Corner	405.68	15%	344.83
111	SA-FD-DT-RC-15	15° Full Depth Desktop Reverse Corner	405.68	15%	344.83
112	SA-FD-DT-RC-20	20° Full Depth Desktop Reverse Corner	405.68	15%	344.83
113	SA-FD-DT-RC-22	22 1/2° Full Depth Desktop Reverse Corner	405.68	15%	344.83
114	SA-FD-DT-RC-30	30° Full Depth Desktop Reverse Corner	405.68	15%	344.83
115	SA-FD-DT-RC-45	45° Full Depth Desktop Reverse Corner	476.08	15%	404.67
116	SA-FD-DT-RC-90	90° Full Depth Desktop Reverse Corner	546.48	15%	464.51
117	SA-FD-MP-RC-5	5° Full Depth Desktop Reverse Corner with Rear Modesty Panel	405.68	15%	344.83
118	SA-FD-MP-RC-10	10° Full Depth Desktop Reverse Corner with Rear Modesty Panel	405.68	15%	344.83
119	SA-FD-MP-RC-15	15° Full Depth Desktop Reverse Corner with Rear Modesty Panel	405.68	15%	344.83
120	SA-FD-MP-RC-20	20° Full Depth Desktop Reverse Corner with Rear Modesty Panel	405.68	15%	344.83
121	SA-FD-MP-RC-22	22 1/2° Full Depth Desktop Reverse Corner with Rear Modesty Panel	405.68	15%	344.83
122	SA-FD-MP-RC-30	30° Full Depth Desktop Reverse Corner with Rear Modesty Panel	405.68	15%	344.83
123	SA-FD-MP-RC-45	45° Full Depth Desktop Reverse Corner with Rear Modesty Panel	476.08	15%	404.67



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS				Discount %	
ITEM			LIST	(inclusive of	HGAC
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Charge)	PRICE
124	SA-FD-MP-RC-90	90° Full Depth Desktop Reverse Corner with Rear Modesty Panel	546.48	15%	464.51
125	SA-FD-EM-RC-5	5° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
126	SA-FD-EM-RC-10	10° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
127	SA-FD-EM-RC-15	15° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
128	SA-FD-EM-RC-20	20° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
129	SA-FD-EM-RC-22	22 1/2° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
130	SA-FD-EM-RC-30	30° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	405.68	15%	344.83
131	SA-FD-EM-RC-45	45° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	476.08	15%	404.67
132	SA-FD-EM-RC-90	90° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	546.48	15%	464.51
133	SA-FD-DT-MW-RC-5	5° Full Depth Desktop Reverse Corner with Rear Monitor Well	405.68	15%	344.83
134	SA-FD-DT-MW-RC-10	10° Full Depth Desktop Reverse Corner with Rear Monitor Well	405.68	15%	344.83
135	SA-FD-DT-MW-RC-15	15° Full Depth Desktop Reverse Corner with Rear Monitor Well	405.68	15%	344.83
136	SA-FD-DT-MW-RC-20	20° Full Depth Desktop Reverse Corner with Rear Monitor Well	405.68	15%	344.83
137	SA-FD-DT-MW-RC-22	22 1/2° Full Depth Desktop Reverse Corner with Rear Monitor Well	405.68	15%	344.83
138	SA-FD-DT-MW-RC-30	30° Full Depth Desktop Reverse Corner with Rear Monitor Well	405.68	15%	344.83
139	SA-FD-DT-MW-RC-45	45° Full Depth Desktop Reverse Corner with Rear Monitor Well	476.08	15%	404.67
140	SA-FD-DT-MW-RC-90	90° Full Depth Desktop Reverse Corner with Rear Monitor Well	546.48	15%	464.51
141	SA-FD-MP-MW-RC-5	5° Full Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
142	SA-FD-MP-MW-RC-10	10° Full Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
143	SA-FD-MP-MW-RC-15	15° Full Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
144	SA-FD-MP-MW-RC-20	20° Full Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
145	SA-FD-MP-MW-RC-22	22 1/2° Full Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
146	SA-FD-MP-MW-RC-30	30° Full Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	405.68	15%	344.83
147	SA-FD-MP-MW-RC-45	45° Full Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	476.08	15%	404.67
148	SA-FD-MP-MW-RC-90	90° Full Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	546.48	15%	464.51
149	SA-FD-EM-MW-RC-5	5° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
150	SA-FD-EM-MW-RC-10	10° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83

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Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

				Discount %	
EVANS				(inclusive of	HGAC
ITEM			LIST	Order Processing	OFFERED
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Charge)	PRICE
151	SA-FD-EM-MW-RC-15	15° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
152	SA-FD-EM-MW-RC-20	20° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
153	SA-FD-EM-MW-RC-22	22 1/2° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
154	SA-FD-EM-MW-RC-30	30° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	405.68	15%	344.83
155	SA-FD-EM-MW-RC-45	45° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	476.08	15%	404.67
156	SA-FD-EM-MW-RC-90	90° Full Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	546.48	15%	464.51
Strategy Air Reduced Depth Desktop Corners					
157	SA-RD-DT-LC-5	5° Reduced Depth Desktop Long Corner	304.48	15%	258.81
158	SA-RD-DT-LC-10	10° Reduced Depth Desktop Long Corner	304.48	15%	258.81
159	SA-RD-DT-LC-15	15° Reduced Depth Desktop Long Corner	304.48	15%	258.81
160	SA-RD-DT-LC-20	20° Reduced Depth Desktop Long Corner	304.48	15%	258.81
161	SA-RD-DT-LC-22	22 1/2° Reduced Depth Desktop Long Corner	304.48	15%	258.81
162	SA-RD-DT-LC-30	30° Reduced Depth Desktop Long Corner	304.48	15%	258.81
163	SA-RD-DT-LC-45	45° Reduced Depth Desktop Long Corner	374.88	15%	318.65
164	SA-RD-DT-LC-90	90° Reduced Depth Desktop Long Corner	445.28	15%	378.49
165	SA-RD-MP-LC-5	5° Reduced Depth Desktop Long Corner with Rear Modesty Panel	304.48	15%	258.81
166	SA-RD-MP-LC-10	10° Reduced Depth Desktop Long Corner with Rear Modesty Panel	304.48	15%	258.81
167	SA-RD-MP-LC-15	15° Reduced Depth Desktop Long Corner with Rear Modesty Panel	304.48	15%	258.81
168	SA-RD-MP-LC-20	20° Reduced Depth Desktop Long Corner with Rear Modesty Panel	304.48	15%	258.81
169	SA-RD-MP-LC-22	22 1/2° Reduced Depth Desktop Long Corner with Rear Modesty Panel	304.48	15%	258.81
170	SA-RD-MP-LC-30	30° Reduced Depth Desktop Long Corner with Rear Modesty Panel	304.48	15%	258.81
171	SA-RD-MP-LC-45	45° Reduced Depth Desktop Long Corner with Rear Modesty Panel	374.88	15%	318.65
172	SA-RD-MP-LC-90	90° Reduced Depth Desktop Long Corner with Rear Modesty Panel	445.28	15%	378.49
173	SA-RD-EM-LC-5	5° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
174	SA-RD-EM-LC-10	10° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
175	SA-RD-EM-LC-15	15° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
176	SA-RD-EM-LC-20	20° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
177	SA-RD-EM-LC-22	22 1/2° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
178	SA-RD-EM-LC-30	30° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS				Discount %	
ITEM			LIST	(inclusive of	HGAC
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Order Processing Charge)	OFFERED PRICE
179	SA-RD-EM-LC-45	45° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	374.88	15%	318.65
180	SA-RD-EM-LC-90	90° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	445.28	15%	378.49
181	SA-RD-DT-MW-LC-5	5° Reduced Depth Desktop Long Corner with Rear Monitor Well	304.48	15%	258.81
182	SA-RD-DT-MW-LC-10	10° Reduced Depth Desktop Long Corner with Rear Monitor Well	304.48	15%	258.81
183	SA-RD-DT-MW-LC-15	15° Reduced Depth Desktop Long Corner with Rear Monitor Well	304.48	15%	258.81
184	SA-RD-DT-MW-LC-20	20° Reduced Depth Desktop Long Corner with Rear Monitor Well	304.48	15%	258.81
185	SA-RD-DT-MW-LC-22	22 1/2° Reduced Depth Desktop Long Corner with Rear Monitor Well	304.48	15%	258.81
186	SA-RD-DT-MW-LC-30	30° Reduced Depth Desktop Long Corner with Rear Monitor Well	304.48	15%	258.81
187	SA-RD-DT-MW-LC-45	45° Reduced Depth Desktop Long Corner with Rear Monitor Well	374.88	15%	318.65
188	SA-RD-DT-MW-LC-90	90° Reduced Depth Desktop Long Corner with Rear Monitor Well	445.28	15%	378.49
189	SA-RD-MP-MW-LC-5	5° Reduced Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
190	SA-RD-MP-MW-LC-10	10° Reduced Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
191	SA-RD-MP-MW-LC-15	15° Reduced Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
192	SA-RD-MP-MW-LC-20	20° Reduced Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
193	SA-RD-MP-MW-LC-22	22 1/2° Reduced Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
194	SA-RD-MP-MW-LC-30	30° Reduced Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
195	SA-RD-MP-MW-LC-45	45° Reduced Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	374.88	15%	318.65
196	SA-RD-MP-MW-LC-90	90° Reduced Depth Desktop Long Corner with Rear Modesty Panel and Monitor Well	445.28	15%	378.49
197	SA-RD-EM-MW-LC-5	5° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
198	SA-RD-EM-MW-LC-10	10° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
199	SA-RD-EM-MW-LC-15	15° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
200	SA-RD-EM-MW-LC-20	20° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
201	SA-RD-EM-MW-LC-22	22 1/2° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
202	SA-RD-EM-MW-LC-30	30° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
203	SA-RD-EM-MW-LC-45	45° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	374.88	15%	318.65
204	SA-RD-EM-MW-LC-90	90° Reduced Depth Desktop Long Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	445.28	15%	378.49
205	SA-RD-DT-RC-5	5° Reduced Depth Desktop Reverse Corner	304.48	15%	258.81
206	SA-RD-DT-RC-10	10° Reduced Depth Desktop Reverse Corner	304.48	15%	258.81

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS				Discount %	
ITEM			LIST	(inclusive of	HGAC
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Order Processing Charge)	OFFERED PRICE
207	SA-RD-DT-RC-15	15° Reduced Depth Desktop Reverse Corner	304.48	15%	258.81
208	SA-RD-DT-RC-20	20° Reduced Depth Desktop Reverse Corner	304.48	15%	258.81
209	SA-RD-DT-RC-22	22 1/2° Reduced Depth Desktop Reverse Corner	304.48	15%	258.81
210	SA-RD-DT-RC-30	30° Reduced Depth Desktop Reverse Corner	304.48	15%	258.81
211	SA-RD-DT-RC-45	45° Reduced Depth Desktop Reverse Corner	374.88	15%	318.65
212	SA-RD-DT-RC-90	90° Reduced Depth Desktop Reverse Corner	445.28	15%	378.49
213	SA-RD-MP-RC-5	5° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel	304.48	15%	258.81
214	SA-RD-MP-RC-10	10° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel	304.48	15%	258.81
215	SA-RD-MP-RC-15	15° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel	304.48	15%	258.81
216	SA-RD-MP-RC-20	20° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel	304.48	15%	258.81
217	SA-RD-MP-RC-22	22 1/2° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel	304.48	15%	258.81
218	SA-RD-MP-RC-30	30° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel	304.48	15%	258.81
219	SA-RD-MP-RC-45	45° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel	374.88	15%	318.65
220	SA-RD-MP-RC-90	90° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel	445.28	15%	378.49
221	SA-RD-EM-RC-5	5° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
222	SA-RD-EM-RC-10	10° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
223	SA-RD-EM-RC-15	15° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
224	SA-RD-EM-RC-20	20° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
225	SA-RD-EM-RC-22	22 1/2° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
226	SA-RD-EM-RC-30	30° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	304.48	15%	258.81
227	SA-RD-EM-RC-45	45° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	374.88	15%	318.65
228	SA-RD-EM-RC-90	90° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel. Includes Additional Wire Management.	445.28	15%	378.49
229	SA-RD-DT-MW-RC-5	5° Reduced Depth Desktop Reverse Corner with Rear Monitor Well	304.48	15%	258.81
230	SA-RD-DT-MW-RC-10	10° Reduced Depth Desktop Reverse Corner with Rear Monitor Well	304.48	15%	258.81
231	SA-RD-DT-MW-RC-15	15° Reduced Depth Desktop Reverse Corner with Rear Monitor Well	304.48	15%	258.81
232	SA-RD-DT-MW-RC-20	20° Reduced Depth Desktop Reverse Corner with Rear Monitor Well	304.48	15%	258.81
233	SA-RD-DT-MW-RC-22	22 1/2° Reduced Depth Desktop Reverse Corner with Rear Monitor Well	304.48	15%	258.81
234	SA-RD-DT-MW-RC-30	30° Reduced Depth Desktop Reverse Corner with Rear Monitor Well	304.48	15%	258.81
235	SA-RD-DT-MW-RC-45	45° Reduced Depth Desktop Reverse Corner with Rear Monitor Well	374.88	15%	318.65
236	SA-RD-DT-MW-RC-90	90° Reduced Depth Desktop Reverse Corner with Rear Monitor Well	445.28	15%	378.49
237	SA-RD-MP-MW-RC-5	5° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81

R9

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS ITEM				Discount % (inclusive of Order Processing Charge)	HGAC OFFERED PRICE
NO.	H-GAC Product Code	DESCRIPTION	LIST PRICE		
238	SA-RD-MP-MW-RC-10	10° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
239	SA-RD-MP-MW-RC-15	15° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
240	SA-RD-MP-MW-RC-20	20° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
241	SA-RD-MP-MW-RC-22	22 1/2° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
242	SA-RD-MP-MW-RC-30	30° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	304.48	15%	258.81
243	SA-RD-MP-MW-RC-45	45° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	374.88	15%	318.65
244	SA-RD-MP-MW-RC-90	90° Reduced Depth Desktop Reverse Corner with Rear Modesty Panel and Monitor Well	445.28	15%	378.49
245	SA-RD-EM-MW-RC-5	5° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
246	SA-RD-EM-MW-RC-10	10° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
247	SA-RD-EM-MW-RC-15	15° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
248	SA-RD-EM-MW-RC-20	20° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
249	SA-RD-EM-MW-RC-22	22 1/2° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
250	SA-RD-EM-MW-RC-30	30° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	304.48	15%	258.81
251	SA-RD-EM-MW-RC-45	45° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	374.88	15%	318.65
252	SA-RD-EM-MW-RC-90	90° Reduced Depth Desktop Reverse Corner with Enhanced Rear Modesty Panel and Monitor Well. Includes Additional Wire Management.	445.28	15%	378.49
SLATRAIL SYSTEM					
253	SR-S	Standard Slatrail system (per linear ft.)	150.00	15%	127.50
254	SR-ECM	Enhanced Cable Management with Post Covers for Slatrail (per linear ft.)	95.00	15%	80.75
255	SR-PD	Power and Data Package for Slatrail (requires enhanced cable management)	220.00	15%	187.00
256	SR-PG	Plexiglass Privacy Panel for Slatrail (per linear ft.)	70.00	15%	59.50
SLATWALL SYSTEM					
257	SA-RSW	Rear-Mounted Slatwall System (per linear ft.)	150.00	15%	127.50
END TREATMENTS					
258	SA-EPAN-LH	Enhanced End Panel, Left Hand	125.00	15%	106.25
259	SA-EPAN-RH	Enhanced End Panel, Right Hand	125.00	15%	106.25
EQUIPMENT SUPPORT SOLUTIONS					
Equipment Support Shelves					
260	SA-PCC-O	Fixed Open Computer Cradle	150.00	15%	127.50
261	SA-PCC-S	Fixed Secure Computer Cradle	275.00	15%	233.75
262	SA-KVMC-S	Fixed Secure KVM Switch Cradle	125.00	15%	106.25
ACCESSORIES					
Operator Features					
263	SA-17048	Undercounter Keyboard Drawer w/ Position Lockout Slides and Integrated Palm Rest (nominal 20 3/8" (518mm) clear inside dimension)	422.35	15%	359.00
264	SA-11063	Undercounter Pencil Drawer	429.14	15%	364.77
Electrical Features					

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS				Discount %	
ITEM			LIST	Order Processing	HGAC
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Charge)	PRICE
265	SA-PBAR-6	Internal Mounted 120 V, 15 amp., 6 Outlet , Power Bar with 6' Grounded Powercord (CSA/UL Rated)	64.46	15%	54.79
266	SA-ID-GL	Internal Console Grounding Lugs with Continuous Braided Copper Grounding Cable (per linear foot)	23.75	15%	20.19
267	SA-DT-TSKL-LED	Tasklight by Konzept, Z-Bar Model with extended arm length, Black Finish, High Power Daylight LED Lamps (40,000 lamp life), 4 Step Dimmer, adapter cord and plug. Includes weighted base	219.85	15%	186.87
268	SA-DT-TSKL-LED-S	Tasklight by Konzept, Mosso Model. Includes weighted base.	262.91	15%	223.47
269	SA-DT-TSKL-TRILLIUM	Desktop Mounted Tasklight by Light Corp - Trillium Model, Black, 3000K LED High Output Light, Double Articulated Arm, Reach: 30" (762mm), 7' (2134mm) Cord with extension for sit-stand Consoles (if applicable)	262.47	15%	223.10
270	SA-SW-TSKL-LED	Tasklight by Konzept, Z-Bar Model with extended arm length, Black Finish, High Power Daylight LED Lamps (40,000 lamp life), 4 Step Dimmer, adapter cord and plug. Includes slatwall mounting bracket	219.85	15%	186.87
271	SA-SW-TSKL-LED-S	Tasklight by Konzept, Mosso Model. Includes slatwall mounting bracket	262.91	15%	223.47
272	SA-SW-TSKL-TRILLIUM	Slatwall Mounted Tasklight by Light Corp - Trillium Model, Black, 3000K LED High Output Light, Double Articulated Arm, Reach: 30" (762mm), 7' (2134mm) Cord with extension for sit-stand Consoles (if applicable)	262.47	15%	223.10
Evans PowerLine					
273	SA-PL-WHIP-10	10' PowerLine Starter/Whip (3L 3N 2G)	205.00	15%	174.25
274	SA-PL-WHIP-20	20' PowerLine Starter/Whip (3L 3N 2G)	302.00	15%	256.70
275	SA-PL-JBOX-2R	PowerLine Junction Box (2R)	147.00	15%	124.95
276	SA-PL-JBOX-3R	PowerLine Junction Box (3R)	180.00	15%	153.00
277	SA-PL-BAR-3X2	PowerLine Bar, 3cct x 2, 5-20R	372.00	15%	316.20
278	SA-PL-BAR-3X3	PowerLine Bar, 3cct x 3, 5-20R	397.00	15%	337.45
279	SA-PL-EXT-2	2' PowerLine Extender	130.00	15%	110.50
280	SA-PL-EXT-3	3' PowerLine Extender	140.00	15%	119.00
281	SA-PL-EXT-6	6' PowerLine Extender	167.00	15%	141.95
282	SA-PL-EXT-10	10' PowerLine Extender	205.00	15%	174.25
Slatwall Accessories					
283	SA-SW-SMUS	Slatwall Mount Universal Shelf by Details (WUS3) - 3 Pack, 2 3/4" (70mm) x 12 1/4" (311mm)	106.86	15%	90.83
284	SA-SW-SMPPC	Slatwall Mount Pen / Pencil Cup by Details (WPCS)	62.76	15%	53.35
285	SA-SW-SMBH	Slatwall Mount Binder Holder by Details (WBHS) - Polystyrene Support Holds 4" (102mm) of Materials up to 10 lbs. (4.53 Kg)	79.72	15%	67.76
286	SA-SW-SLT	Slatwall Letter Tray by Evans - Painted Metal Support, 12" x 9" x 2 1/4" (300mm x 220mm x 60mm)	85.00	15%	72.25
287	SA-SW-SMBH-P	Slatwall Mount Binder Holder by Evans - Painted Metal Support 5" (127mm) wide	85.00	15%	72.25
288	SA-SW-SMTS	Slatwall Mounted Telephone Shelf on Single Tier Articulating Arm	512.54	15%	435.66
E-Arms					
289	SA-E-Arm-20-DT-SH	Single High Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" Pole Height (305mm). Includes Desktop Mount and VESA adapter Plate(75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	342.00	15%	290.70
290	SA-E-Arm-20-DT-DH	Double High Articulating Monitor Arm with nominal 20" (508mm) Extension, 24" (610mm) Pole Height. Includes Desktop Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	449.94	15%	382.45

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

EVANS				Discount %	
ITEM			LIST	(inclusive of	HGAC
NO.	H-GAC Product Code	DESCRIPTION	PRICE	Order Processing Charge)	OFFERED PRICE
291	SA-E-Arm-20-DT-SS	Side-by-Side Articulating Monitor Arm with nominal 20" (483mm) Extension, 12" (305mm) Pole Height. Includes Desktop Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	491.99	15%	418.19
292	SA-E-Arm-20-SW-SH	Single High Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" Pole Height (305mm). Includes Slatwall Mount and VESA adapter Plate(75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	353.37	15%	300.36
293	SA-E-Arm-20-SW-DH	Double High Articulating Monitor Arm with nominal 20" (508mm) Extension, 24" (610mm) Pole Height. Includes Slatwall Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	461.31	15%	392.11
294	SA-E-Arm-20-SW-SS	Side-by-Side Articulating Monitor Arm with nominal 20" (508mm) Extension, 12" (305mm) Pole Height. Includes Slatwall Mount and VESA adapter plate (75mm and 100mm). Accommodates monitor weighing up to 40lb (18kg).	503.35	15%	427.85
FEATURES & FINISH UPGRADES					
295	SA-CUWSE	Injection Molded Soft Urethane Worksurface Front Edge (per linear ft.)	60.68	15%	51.58
296	SA-FST-22-8RM	Freestanding Turret; 22" wide x 16.5" high sheet metal with black powdercoat finish; 8RU rackmount; end panels with console finish	705.77	15%	599.90
297	SA-FST-22-BFP	Freestanding Turret; 22" wide x 16.5" high sheet metal with black powdercoat finish; blank 1/8" aluminum face plate (cut-outs, controls, labels and wiring by others); end panels with console finish	705.77	15%	599.90

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

LCD ARMS			Discount %	
EVANS			(inclusive of	HGAC
ITEM			Order Processing	OFFERED
NO.	H-GAC PRODUCT Codes	DESCRIPTION	PRICE	PRICE
1	7000-500-NM	24" Radial Arm. Supports 2-13 lbs. Includes VESA Adapter plates. No mount included.	171.52	145.79
2	7000-800-NM	24" Radial Arm. Supports 7.5-25 lbs. Includes VESA Adapter plates. No mount included.	171.52	145.79
3	7000-1000-NM	24" Radial Arm. Supports 12.31 lbs. Includes VESA Adapter plates. No mount included.	171.52	145.79
4	7500-500-NM	27" Radial Arm. Supports 2-13 lbs. Includes VESA Adapter plates. No mount included.	270.72	230.11
5	7500-800-NM	27" Radial Arm. Supports 6-21 lbs. Includes VESA Adapter plates. No mount included.	270.72	230.11
6	7500-1000-NM	27" Radial Arm. Supports 8-27 lbs. Includes VESA Adapter plates. No mount included.	270.72	230.11
7	7500-1500-NM	27" Radial Arm. Supports 13-44 lbs Includes VESA Adapter plates. No mount included.	270.72	230.11
8	7500-WING-1000-NM	7500 Dual Monitor Arm Kit, no mount. Supports 3.5-13.5 lbs per monitor.	388.48	330.21
9	7500-WING-1500-NM	7500 Dual Monitor Arm Kit, no mount. Supports 9-21 lbs per monitor.	388.48	330.21
10	8111	Flexmount for desk clamp, grommet hole, bolt thru, side bolt or wall mount.	49.28	41.89
11	8246	Slatwall Mount	53.12	45.15
12	9110-104	Pivoting LCD Wall Mount - black only.	44.80	38.08
13	9110-4-104	Pivoting LCD Wall Mount w/ 4" extension - black only.	75.52	64.19
14	9110-4-4-104	Pivoting LCD Wall Mount w/ two 4" extensions - black only.	109.44	93.02
15	9110-8.5-104	Pivoting LCD Wall Mount w/ 8" extension - black only.	93.44	79.42
16	9110-8.5-4-104	Pivoting LCD Wall Mount w/ 8" + 4" extension - black only.	126.72	107.71
17	9110-8.5-8.5-104	LCD Wall Mount w/Tilter and (2) 8.5" extension	142.72	121.31
18	9112-SWITCH-D-28	Quad LCD Arm w/28" Pole. No mount included.	416.00	353.60
19	9112-SWITCH-S-14	Dual LCD Arm w/14" Pole. No mount included.	232.32	197.47
20	9118-9112	4" Arm Extension For 9112	32.64	27.74
21	9118-9130	8 1/2" Arm Extension For 9130	50.56	42.98
22	9130-D-28	Dual Tier Flat Panel arm with 28" Pole. No mount included	269.44	229.02
23	9130-S-14	Foldable LCD Arm w/ 14" pole. No mount included	168.32	143.07
24	9136-S-14	Foldable LCD Arm w/ 14" pole. No mount included	117.12	99.55
25	9136-SWITCH-D-28	Quad LCD Arm w/28" Pole. No mount included.	389.76	331.30
26	9136-SWITCH-S-14	Dual LCD Arm w/14" Pole. No mount included.	204.80	174.08
27	9199-NM	3-Link Long Reach Arm, NOT AVAILABLE FOR SLATWALL MOUNT. No mount included.	592.64	503.74

Attachment "A"

Vendor: Evans Consoles Incorporated

**Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services
LED SIGNAL TOWERS**

			Discount %		
EVANS			(inclusive of	HGAC	
ITEM			Order Processing	OFFERED	
NO.	PART NUMBER	DESCRIPTION	PRICE	Charge)	
				PRICE	
LCE Series Polemount					
1	LCE-102	LCE Continuous light, pole mount, beige. 1-light. Voltage Rating AC/DC 24V	123.25	15%	104.76
2	LCE-1M2	LCE Continuous light, pole mount, beige. 1-light. Voltage Rating AC100-240V	160.08	15%	136.07
3	LCE-202	LCE Continuous light, pole mount, beige. 2-light. Voltage Rating AC/DC 24V	153.00	15%	130.05
4	LCE-2M2	LCE Continuous light, pole mount, beige. 2-light. Voltage Rating AC100-240V	188.42	15%	160.15
5	LCE-302	LCE Continuous light, pole mount, beige. 3-light. Voltage Rating AC/DC 24V	177.08	15%	150.52
6	LCE-3M2	LCE Continuous light, pole mount, beige. 3-light. Voltage Rating AC100-240V	212.50	15%	180.63
7	LCE-402	LCE Continuous light, pole mount, beige. 4-light. Voltage Rating AC/DC 24V	226.67	15%	192.67
8	LCE-4M2	LCE Continuous light, pole mount, beige. 4-light. Voltage Rating AC100-240V	263.50	15%	223.98
9	LCE-502	LCE Continuous light, pole mount, beige. 5-light. Voltage Rating AC/DC 24V	276.25	15%	234.81
10	LCE-5M2	LCE Continuous light, pole mount, beige. 5-light. Voltage Rating AC100-240V	313.08	15%	266.12
LCE-FB Series Polemount					
11	LCE-102FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 1-light. Voltage Rating AC/DC 24V	185.58	15%	157.75
12	LCE-1M2FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 1-light. Voltage Rating AC100-240V	222.42	15%	189.05
13	LCE-202FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 2-light. Voltage Rating AC/DC 24V	213.92	15%	181.83
14	LCE-2M2FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 2-light. Voltage Rating AC100-240V	250.75	15%	213.14
15	LCE-302FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 3-light. Voltage Rating AC/DC 24V	240.83	15%	204.71
16	LCE-3M2FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 3-light. Voltage Rating AC100-240V	274.83	15%	233.61
17	LCE-402FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 4-light. Voltage Rating AC/DC 24V	290.42	15%	246.85
18	LCE-4M2FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 4-light. Voltage Rating AC100-240V	324.42	15%	275.75
19	LCE-502FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 5-light. Voltage Rating AC/DC 24V	340.00	15%	289.00
20	LCE-5M2FB	LCE Continuous or flashing light with audible alarm, pole mount, beige. 5-light. Voltage Rating AC100-240V	375.42	15%	319.10
LCE-W Series Direct Mount					
21	LCE-102W	LEC Continuous light, direct mount, beige. 1-light. Voltage Rating AC/DC 24V	93.50	15%	79.48
22	LCE-1M2W	LEC Continuous light, direct mount, beige. 1-light. Voltage Rating AC100-240V	128.92	15%	109.58
23	LCE-202W	LEC Continuous light, direct mount, beige. 2-light. Voltage Rating AC/DC 24V	120.42	15%	102.35
24	LCE-2M2W	LEC Continuous light, direct mount, beige. 2-light. Voltage Rating AC100-240V	155.83	15%	132.46
25	LCE-302W	LEC Continuous light, direct mount, beige. 3-light. Voltage Rating AC/DC 24V	145.92	15%	124.03

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

LED SIGNAL TOWERS

				Discount %	
EVANS				(inclusive of	HGAC
ITEM			LIST	Order Processing	OFFERED
NO.	PART NUMBER	DESCRIPTION	PRICE	Charge)	PRICE
26	LCE-3M2W	LEC Continuous light, direct mount, beige. 3-light. Voltage Rating AC100-240V	182.75	15%	155.34
27	LCE-402W	LEC Continuous light, direct mount, beige. 4-light. Voltage Rating AC/DC 24V	196.92	15%	167.38
28	LCE-4M2W	LEC Continuous light, direct mount, beige. 4-light. Voltage Rating AC100-240V	232.33	15%	197.48
29	LCE-502W	LEC Continuous light, direct mount, beige. 5-light. Voltage Rating AC/DC 24V	246.50	15%	209.53
30	LCE-5M2W	LEC Continuous light, direct mount, beige. 5-light. Voltage Rating AC100-240V	283.33	15%	240.83
LCE-FBW Series Direct Mount					
31	LCE-102FBW	LEC Continuous or flashing light with audible alarm. 1-light. Voltage Rating AC/DC 24V	155.83	15%	132.46
32	LCE-1M2FBW	LEC Continuous or flashing light with audible alarm. 1-light. Voltage Rating AC100-240V	191.25	15%	162.56
33	LCE-202FBW	LEC Continuous or flashing light with audible alarm. 2-light. Voltage Rating AC/DC 24V	182.75	15%	155.34
34	LCE-2M2FBW	LEC Continuous or flashing light with audible alarm. 2-light. Voltage Rating AC100-240V	219.58	15%	186.65
35	LCE-302FBW	LEC Continuous or flashing light with audible alarm. 3-light. Voltage Rating AC/DC 24V	209.67	15%	178.22
36	LCE-3M2FBW	LEC Continuous or flashing light with audible alarm. 3-light. Voltage Rating AC100-240V	245.08	15%	208.32
37	LCE-402FBW	LEC Continuous or flashing light with audible alarm. 4-light. Voltage Rating AC/DC 24V	259.25	15%	220.36
38	LCE-4M2FBW	LEC Continuous or flashing light with audible alarm. 4-light. Voltage Rating AC100-240V	294.67	15%	250.47
39	LCE-502FBW	LEC Continuous or flashing light with audible alarm. 5-light. Voltage Rating AC/DC 24V	310.25	15%	263.71
40	LCE-5M2FBW	LEC Continuous or flashing light with audible alarm. 5-light. Voltage Rating AC100-240V	344.25	15%	292.61
LED Module					
40	LCE-M-R	LED Module, Red. Voltage Rating AC/DC 24V, AC100-240V	35.42	15%	30.10
41	LCE-M-Y	LED Module, Yellow. Voltage Rating AC/DC 24V, AC100-240V	35.42	15%	30.10
42	LCE-M-G	LED Module, Green. Voltage Rating AC/DC 24V, AC100-240V	51.00	15%	43.35
43	LCE-M-B	LED Module, Blue. Voltage Rating AC/DC 24V, AC100-240V	51.00	15%	43.35
44	LCE-M-C	LED Module, Clear. Voltage Rating AC/DC 24V, AC100-240V	51.00	15%	43.35
LCE Center Shaft					
45	LCE-SHAFT 1	LCE Center Shaft, 1 light	4.25	15%	3.61
46	LCE-SHAFT 2	LCE Center Shaft, 2 light	5.67	15%	4.82
47	LCE-SHAFT 3	LCE Center Shaft, 3 light	5.67	15%	4.82
48	LCE-SHAFT 4	LCE Center Shaft, 4 light	7.08	15%	6.02
49	LCE-SHAFT 5	LCE Center Shaft, 5 light	9.92	15%	8.43
LCE Brackets					
50	SZ-012	L-Angle Bracket	9.92	15%	8.43
51	SZ-021	Side-mount cracket, beige	31.17	15%	26.49
52	SZ-80L	Top Head, 300mm Pola & Bracket, Beige	73.67	15%	62.62
53	SZ-80-U	Top Head Bracket, Beige	46.75	15%	39.74
54	SZ-80NPT	1/2" NPT Bracket- Aluminum	36.83	15%	31.31
55	SZ-80NPT-PB	1/2" NPT Bracket- Delrin (black)	32.58	15%	27.70

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

LED SIGNAL TOWERS

EVANS ITEM				Discount % (inclusive of Order Processing Charge)	HGAC OFFERED PRICE
NO.	PART NUMBER	DESCRIPTION	LIST PRICE		
56	SZ-903	17mm to 1/2NPT Adapter	22.67	15%	19.27
57	SZ-011	94mm dia aluminum mounting bracket for 17mm pole	31.17	15%	26.49

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

TURN KEY SOLUTIONS

EVANS ITEM NO.	H-GAC Product Codes ACOUSTICAL DROP CEILING	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)	HGAC OFFERED PRICE
1	ADC-1	Acoustical drop ceiling tiles with NRC rating of 1.0. Steel grid. Priced per square ft	19.23	15%	16.35
		Contact factory for projects less than 1000 sqft and greater than 3000 sqft			
FLOORING					
2	RAF-6	6" Raised access flooring. Includes concrete filled steel covered raised floor tile, steel understructure, ESD carpet, 1 - 6 foot ADA access ramp. Priced per square ft.	21.20	15%	18.02
		Contact factory for projects less than 1000 sqft and greater than 3000 sqft			
3	RAF-PEN	Floor Penetrations (does not include grommets)	25.00	15%	21.25
OVERHEAD LIGHTING					
4	LIGHT-TFR-D/I	2' x 4' Troffer LED overhead direct/indirect troffer light fixture. Excludes Wall switch and Power pack.	625.00	15%	531.25
5	LIGHT-DSW	Dimmer wall switch with faceplate and Power Pack for Troffer fixture.	218.75	15%	185.94
6	LIGHT-LINEAR-IN	4' LED overhead linear indirect light fixture. Excludes Wall switch and Power Pack	1,407.50	15%	1,196.38
7	LIGHT LIN-DSW	Dimmer Wall switch with faceplate for linear light fixture.	137.50	15%	116.88
ACOUSTIC WALL PANELS					
1" Thick Acoustical Wall Panels					
8	AWP-1-24x24	2' x 2' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	68.00	15%	57.80
9	AWP-1-24x48	2' x 4' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	101.29	15%	86.10
10	AWP-1-24x60	2' x 5' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	118.65	15%	100.85
11	AWP-1-24x72	2' x 6' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	138.13	15%	117.41
12	AWP-1-24x96	2' x 8' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	161.50	15%	137.28
13	AWP-1-24x120	2' x 10' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	200.46	15%	170.39
14	AWP-1-30x24	2'6" x 2' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	85.00	15%	72.25
15	AWP-1-30x36	2'6" x 3' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	130.33	15%	110.78
16	AWP-1-30x48	2'6" x 4' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	138.83	15%	118.01
17	AWP-1-30x60	2'6" x 5' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	167.17	15%	142.09
18	AWP-1-30x72	2'6" x 6' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	191.25	15%	162.56
19	AWP-1-30x96	2'6" x 8' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	253.58	15%	215.55
20	AWP-1-30x120	2'6" x 10' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	297.50	15%	252.88
21	AWP-1-48x36	4' x 3' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	127.50	15%	108.38
22	AWP-1-48x48	4' x 4' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	162.92	15%	138.48
23	AWP-1-48x60	4' x 5' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	200.46	15%	170.39
24	AWP-1-48x72	4' x 6' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	259.25	15%	220.36
25	AWP-1-48x96	4' x 8' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	308.13	15%	261.91
26	AWP-1-48x120	4' x 10' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	361.25	15%	307.06
2" Thick Acoustical Wall Panels					
27	AWP-2-24x24	2' x 2' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	82.17	15%	69.84
28	AWP-2-24x48	2' x 4' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	130.33	15%	110.78
29	AWP-2-24x60	2' x 5' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	145.92	15%	124.03
30	AWP-2-24x72	2' x 6' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	171.06	15%	145.40
31	AWP-2-24x96	2' x 8' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	204.71	15%	174.00
32	AWP-2-24x120	2' x 10' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	253.58	15%	215.55
33	AWP-2-30x24	2'6" x 2' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	102.00	15%	86.70
34	AWP-2-30x36	2'6" x 3' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	164.33	15%	139.68
35	AWP-2-30x48	2'6" x 4' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	172.83	15%	146.91
36	AWP-2-30x60	2'6" x 5' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	242.25	15%	205.91
37	AWP-2-30x72	2'6" x 6' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	296.08	15%	251.67
38	AWP-2-30x96	2'6" x 8' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	391.71	15%	332.95
39	AWP-2-30x120	2'6" x 10' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	465.38	15%	395.57
40	AWP-2-48x36	4' x 3' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	162.92	15%	138.48

Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

TURN KEY SOLUTIONS

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	Discount % (Inclusive of Order Processing Charge)	HGAC OFFERED PRICE
ACOUSTICAL DROP CEILING					
41	AWP-2-48x48	4' x 4' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	206.13	15%	175.21
42	AWP-2-48x60	4' x 5' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	267.75	15%	227.59
43	AWP-2-48x72	4' x 6' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	300.33	15%	255.28
44	AWP-2-48x96	4' x 8' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	396.67	15%	337.17
45	AWP-2-48x120	4' x 10' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	470.33	15%	399.78
Acoustical Wall Panels Fasteners and Edges					
46	AWP-MTL-Z	Metal Z Clip fasteners; per panel	28.00	15%	23.80
47	AWP-ED-HARD	Chemically hardened edges; per panel	14.00	15%	11.90
48	AWP-ED-MITRE	Mitred Edges; per panel	14.00	15%	11.90
SEATING (CHAIRS)					
IRONHORSE-4000I Series					
49	IH-4000I.155M1.SLMIP-DG-DS1S20-K	Standard Leather, Dark Graphite w/Dark Slate Perforated Microfiber Insert. Ratcheting Headrest, Ergo HD Tilt-Up Armrest, Knee Tilt-Mech (T), 62137 Shock, Black Composite Base, Hard 60mm Casters. Iron Horse Logo on seat back.	2,040.87	15%	1,734.74
50	IH-4000I.155M1.SL-DG-K	Standard Leather, Dark Graphite 7-Position locking tilt mechanism and HD frame, 62137 HD Shock, ratcheting headrest, tilt-up armrests, Black Composite Base, Hard 60mm Casters.	2,040.87	15%	1,734.74
51	IH-4000I.155M1.FC-INK-K	Black Fabric 7-Position locking tilt mechanism and HD frame, 62137 HD Shock, ratcheting headrest, tilt-up armrests, Black Composite Base, Hard 60mm Casters.	1,589.87	15%	1,351.39
52	BASE-AL	400 lbs rated Aluminum Base	124.00	15%	105.40
53	IH-LOGO	One time Logo Setup Fee	100.00	15%	85.00
CONCEPT SEATING					
54	3142 FHB	High Back Intensive Use-Black Staccato Fabric 60mm safety casters C-Loop Arms	1,520.00	15%	1,292.00
55	3142 EXL EHBL	High Back Intensive Use- Black Leather 60mm safety casters C-Loop Arms	1,773.33	15%	1,507.33
56	3150 HRA-F	Synchronicity Intensive Use-Black Staccato Fabric with articulating headrest 60mm safety casters C-Loop Arms	1,599.17	15%	1,359.29
57	3150 HRA-L	Synchronicity Intensive Use-Black Leather with articulating headrest 60mm safety casters C-Loop Arms	1,852.50	15%	1,574.63
58	CS-SARM	Swing Arm	43.75	15%	37.19
59	CS-NROLL	Neck Roll	43.75	15%	37.19
60	CS-EMB	Embroidery Charge per Chair	62.00	15%	52.70
61	CS-LOGODIG	Digitizing Fee and Embroidery Fees	100.00	15%	85.00
DOMORE 24/7 INTENSIVE USE					
62	4312-ATI	Mid-Back Fabric 300 Lbs Capacity Feature:Schukra lumbar support, ATI adjustable T-Arm, Five 3" dual wheel casters, adjustable back and seat height.	1,140.00	15%	969.00
63	4312 HB-FT-ATI	High-Back Fabric 300 Lbs Capacity Feature:Schukra lumbar support, ATI adjustable T-Arm, Five 3" dual wheel casters, adjustable back and seat height.	1,333.33	15%	1,133.33
64	4312-ATI-LR	Mid-Back Leather 300 Lbs Capacity Feature:Schukra lumbar support, ATI adjustable T-Arm, Five 3" dual wheel casters, adjustable back and seat height.	1,431.67	15%	1,216.92
65	4312 HB-FT-ATI-LR	High-Back Leather 300 Lbs Capacity Feature:Schukra lumbar support, ATI adjustable T-Arm, Five 3" dual wheel casters, adjustable back and seat height.	1,625.00	15%	1,381.25
66	3312-ATI	Mid-Back Fabric 300 Lbs Capacity Feature:Schukra lumbar support, ATI adjustable T-Arm, Five 3" dual wheel casters, adjustable back and seat height.	1,100.00	15%	935.00
67	3312 HB-FT-ATI	High-Back Fabric 300 Lbs Capacity Feature:Schukra lumbar support, ATI adjustable T-Arm, Five 3" dual wheel casters, adjustable back and seat height.	1,293.33	15%	1,099.33



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

TURN KEY SOLUTIONS

EVANS ITEM NO.	H-GAC Product Codes	DESCRIPTION	LIST PRICE	Discount % (inclusive of Order Processing Charge)	HGAC OFFERED PRICE
	ACOUSTICAL DROP CEILING				
68	3312-ATI-LR	Mid-Back Leather 300 Lbs Capacity Feature:Schukra lumbar support, ATI adjustable T-Arm, Five 3" dual wheel casters, adjustable back and seat height.	1,391.67	15%	1,182.92
69	3312 HB-FT-ATI-LR	High-Back Leather 300 Lbs Capacity Feature:Schukra lumbar support, ATI adjustable T-Arm, Five 3" dual wheel casters, adjustable back and seat height.	1,585.00	15%	1,347.25
ALL SEATING					
70	78140-T2-FK-EBO-F3-CBLA	Inertia Knit Back Task Highback-synchro tilt, task 2 arm, carpet casters standard	488.25	15%	415.01
NOTE ON ALL TKS, DELIVERY AND INSTALLATION ON A PER JOB BASIS					



Attachment "A"

Vendor: Evans Consoles Incorporated

Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services

SERVICES

DESIGN/CONSULTING	
	Offered Price per hour
Principal	225.00
Senior Consultant	150.00
Junior Consultant	100.00
PROJECT MANAGEMENT	
	Offered Price per hour
Senior Project Manager	150.00
Project Manager	100.00
INSTALLATION	
	Offered Price
Install Empty Room	12% of Net Product Total
Install Live Sequence	14% of Net Product Total
Phased installations will need to be quoted separately depending on the amount, location, and time between the phases	
SERVICE & MAINTENANCE	
2 visits per year	Offered Price
3 year	5% of Net Product Total
5 year	8% of Net Product Total
10 year	12% of Net Product Total
EXTENDED WARRANTY	
EXTENDED WARRANTIES ARE AVAILABLE BUT WILL NEED TO BE DETERMINED AT POINT OF SALE AND WILL BE BASED ON PRODUCT MIX AND SIZE. CONTACT THE FACTORY FOR QUOTATIONS	





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)YYY
03/22/2016

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

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

PRODUCER (CGL/ N-O Auto/Umb)
Jardine Lloyd Thompson Insurance Services Inc.
22 Century Hill Dr., Ste 102
Latham, NY 12110

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
Evans Consoles Incorporated
1577 Spring Hill Road, Suite 450
Vienna, VA 22182

Evans Consoles Corporation
1816 27th Avenue N.E.
Calgary, Alberta T2E 8W4

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Phoenix Insurance Company	002518
INSURER B:	The Travelers Indemnity Company of America	25668
INSURER C:	Travelers Property Casualty Company of America	25674
INSURER D:		

COVERAGES CERTIFICATE NUMBER: EVANCON-02 15-066 US REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			H-630-2C232106-PHX-15 (Including Bodily Injury and Property Damage)	08 / 31 / 2015	08 / 31 / 2016	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (each occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> LOC						COMBINED AGGREGATE	\$2,000,000
							PRODUCTS - COMP / OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY			BA-0F553950-15-INS	08 / 31 / 2015	08 / 31 / 2016	COMBINED SINGLE LIMIT (each accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (per accident)	\$
								\$
C	UMBRELLA LIABILITY			HSM-CUP-1197R133-TIL-15 (Excess of Non-Owned Automobile)	08 / 31 / 2015	08 / 31 / 2016	EACH OCCURRENCE	\$1,000,000
	EXCESS LIABILITY						AGGREGATE	\$1,000,000
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			OTHER	
							E.L. DISEASE - EACH EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	OTHER							

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

Re: Project # U14-0226-301

It is hereby understood and agreed that Boone County, Missouri is added as Additional Insured(s) to the above-referenced Commercial General Liability policy but only with respect to liability arising out of the operations of the Named Insured.

CERTIFICATE HOLDER

Boone County, Missouri
801 E. Walnut
Columbia, MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE (U.S.)

AUTHORIZED REPRESENTATIVE (Canada)

This certificate is issued for convenience only. All of the terms and Conditions of the Policies referred to are contained in the original document which are not modified or amended by this Certificate. With respect to Liability Insurance Coverages, where an Aggregate limit applies, the Certificate Holder is advised that the limit shown may apply to products/completed operations or projects other than shown on this certificate and the limit may be reduced by Claims/Expenses Paid.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed herein. These statements have been made in good faith and are a summary of the insurance cover in force (which is subject to the full terms and conditions of the policy). We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or for any loss, damage or expense thereby occasioned to any recipient of this certificate.

PERFORMANCE BOND

Bond Number: K08848245

KNOW ALL PERSONS BY THESE PRESENTS, that we, Evans Consoles Incorporated
1577 Spring Hill Rd. Suite 450, Vienna, VA, 22182

as Principal, hereinafter called Contractor, and Westchester Fire Insurance Company 436 Walnut
Street, Philadelphia, PA 19106

a Corporation, organized under the laws of the State of Pennsylvania
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of **Six Hundred Thousand Seven Hundred Nine -----xx/00**
(\$600,709.00) Dollars, for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these
presents:

WHEREAS, Contractor has, by written agreement dated May 3, 2016 entered into a Contract
with Owner for:

CONTRACT NUMBER EC07-14
FURNISHING, DELIVERY AND INSTALLATION OF EVANS CONSOLES
BOONE COUNTY, MISSOURI

in accordance with the specifications and/or prepared by the County of Boone, which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

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

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or

- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,
arrange for a Contract between such bidder and Owner, and make available as work progresses
(even though there should be a default of a succession of defaults under the Contract or Contracts
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less
the balance of the Contract price, but not exceeding, including other costs and damages for which
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term
“balance of the Contract price”, as used in this paragraph, shall mean the total amount payable by
Owner to Contractor under the Contract and any amendments thereto, less the amount properly
paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of five (5) months from the date on which final payment under the Contract falls due.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Toronto _____, on this 21st day of April, 2016.

Evans Consoles Incorporated

(Contractor)

(SEAL)

BY: _____

Westchester Fire Insurance Company

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: Ted Moy

Phone Number: 416-389-9421

Address: 436 Walnut Street

Philadelphia, PA 19106

LABOR AND MATERIAL PAYMENT BOND

Bond Number: K08848245

KNOW ALL PERSONS BY THESE PRESENTS, that we, Evans Consoles Incorporated
1577 Spring Hill Rd. Suite 450 Vienna, VA 22182,
as Principal, hereinafter called Contractor, and Westchester Fire Insurance Company 436
Walnut Street Pennsylvania, PA 19106
a corporation organized under the laws of the State of Pennsylvania, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of **Six Hundred
Thousand Seven Hundred Nine -----xx/00** **DOLLARS (\$600,709.00)**, for the payment
whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated **May 3, 2016** entered into a contract
with Owner for

**CONTRACT NUMBER EC07-14
FURNISHING, DELIVERY AND INSTALLATION OF EVANS CONSOLES
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor
shall promptly make payments to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of five (5) months following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Toronto on this 21st day of April 2016.

CONTRACTOR Evans Consoles Incorporated _____ (SEAL)

BY:  _____

SURETY COMPANY Westchester Fire Insurance Company

BY:  _____

(Attorney In Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Alex Samarze, Candice Pearson, Ted Moy, all of the City of Toronto, Ontario, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 day of May 2015.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

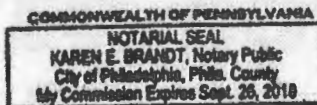
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 6 day of May, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 21st day of April, 2016



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 06, 2017.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of

May

20 16

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 NASPO Value Point Cooperative Contract 06913 to purchase Avtec Radio Consoles for the Emergency Communications Center from Avtec, Inc. of Lexington, SC.

The County Commission of the County of Boone further approves the attached ScoutCare Maintenance and Support Agreement and Sole Source Fact Sheet 130-123121SS for maintenance of the Avtec Radio Consoles in the ECC.

The terms of the Cooperative Contract, Sole Source Fact Sheet and ScoutCare Maintenance and Support Agreement are stipulated in the attached. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement, Sole Source Fact Sheet and Maintenance Agreement.

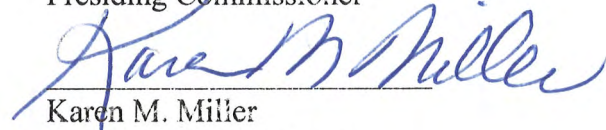
Done this 3rd day of May, 2016.

ATTEST:

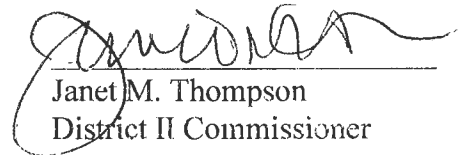
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Joint Communications / Information Technology – BCJC/EM
Person Requesting	Aron Gish <i>AG</i>
Date Requested	3/15/2016
Contact Phone Number	573-886-4319

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: *Melinda Bobbitt* 3-16-16
Signature Date

SOLE SOURCE NUMBER: 130-12312155
(Assigned by Purchasing)

COMMISSION APPROVAL: *David H. Stoltz* 5-3-16
Signature Date

Expiration Date: 20 through on-going or maintenance 20 **One Time Purchase (check)**

Vendor Name	Avtec, Inc.
Vendor Address	16649 Mayfield Drive Eden Prairie, MN 55347
Vendor Phone and Fax	952-934-0629
Product Description	Maintenance for Avtec Radio consoles in ECC
Estimated Cost	\$72,884.71
Department/Account Number(s) Invoices Will Be Paid	2703 – 60050 / 70050

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician

- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary)
-

2. Briefly describe the commodity/material you are requesting and its function.
Annual Hardware and Software maintenance for the Avtec Radio Consoles located in ECC.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Avtec is the manufacturer and only provider of this hardware and software maintenance.
4. What research has been done to verify this vendor as the only known source?
Hardware and Software maintenance is provided directly/solely from Avtec. This is per the agreement when the contract was executed.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
Yes. We purchased Avtec Radio Consoles for the ECC under a cooperative agreement and we must use them to maintain warranty and extended maintenance support.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
N/A
.
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
N/A
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.
This is a new request.
10. What are the consequences of not securing this specific commodity/material?
Per agreement, the equipment will not have Hardware and Software support.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
N/A
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
This will be needed for the life of the equipment in the ECC.

ScoutCare™ Maintenance & Support

TERMS AND CONDITIONS FOR END USERS

1. **License Agreement Incorporation.** This ScoutCare Maintenance & Support Term and Conditions Agreement (“ScoutCare” or “Agreement”) is between Avtec, Inc. (“Avtec”) and County of Boone, MO (“Client”).
2. **Software Maintenance and Support Services.** In consideration of Fees, Avtec shall make available to Client for each Scout system covered by this Contract the following services during the Term, which are further described in Appendix A attached hereto (the “Services”), and Quote # 2016-3340A-3 also attached.
 - a. All new feature version releases, patches and updates of standard software, which Avtec makes generally available (General Commercial Availability).
 - b. Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Avtec holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
 - c. Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
 - d. Secure access to an online client portal to access information resources for Avtec Products.
 - e. Remote upgrade assistance. Optional on-site assistance is available at additional cost.
 - f. Professional services (remote/on-site) are available at a 10% discount from current list prices. These services cover out-of-scope activities such as network and third-party device configuration, Scout implementation services, and training.
 - g. Scout Training Class at Avtec’s South Carolina facility for two (2) individuals identified by Client plus one (1) additional individual per \$50,000 per year in ScoutCare revenue. Classes will be scheduled at mutually agreed times. Client is responsible for travel expenses.

Upon expiration of ScoutCare, Avtec shall have no further obligation to deliver software or technical support.

3. **ScoutCare Software Maintenance Fee.** Client shall pay Avtec an annual fee based on a percentage of price of software licenses for the first four (4) years of ScoutCare.
 - a. The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
 - b. ScoutCare fees will not change for the first four (4) years. Subsequently, Avtec reserves the right to increase the fees payable on an annual basis, with prior notice and negotiations with Client. The percentage increase or decrease in the amount of Support Fees after the four (4) year Support period will be limited to the percentage increase in the Consumer Price Index [Chained CPI for All Urban Consumers (C-CPI-U) or Urban Consumers (CPI-U)] during the previous calendar year over or 3%, whichever is higher (the "Renewal Cap" or "Renewal Floor," as applicable).
4. **ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance clients may also purchase a hardware maintenance option. The Hardware Maintenance is only available

with purchase of ScoutCare Software Maintenance.

- a. The fee shall include pro-rated amounts for additional hardware added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
 - b. Avtec will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the client exclusive of shipping to Avtec's headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.
 - c. Due to product changes, component obsolescence, and parts availability, Avtec cannot always guarantee an exact form, fit, and function replacement component for the defective item. Avtec will make every effort to avoid or minimize the impact of such situations, but is only obligated to replace or repair the defective item. All replaced items become the property of Avtec.
 - d. Equipment must be returned via Avtec's Return Merchandise Authorization ("RMA") program and identified as covered under ScoutCare hardware maintenance. Avtec will check all serial numbers of returned equipment against serial numbers covered by ScoutCare.
 - e. Firmware and hardware update modifications will be applied to returned items as needed, in Avtec's discretion.
5. **Term.** Excluding the first year of ScoutCare provided with the 12 month warranty period, the term of this Agreement shall be for four (4) years.
6. **Non Appropriation Clause.** Client's annual payment obligations under this Agreement are conditioned upon Client's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Client, in the exercise of its reasonable administrative discretion, to meet its payment obligations hereunder.
7. **Termination.** If Either Party breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of breach is given to the breaching Party, the other Party may terminate the Agreement immediately by written notice to the breaching Party. If Avtec breaches the agreement, a pro-rated refund will be provided for the remaining period.
8. **ScoutCare Lapse and Reinstatement Fee.** Clients who allow Software Maintenance to lapse must purchase ScoutCare coverage calculated from the original renewal date to present (the lapsed fee), plus a minimum of 12 months. In addition, if the lapse is longer than 30 days, an additional fee equal to fifteen percent (15%) of the lapsed fee is required to reinstate ScoutCare.
9. **Exclusions**
- a. ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Avtec, unless explicitly quoted by Avtec.
 - b. Avtec reserves the right to limit support under ScoutCare for issues related to third-party equipment, software, and their configuration provided by others. This includes network infrastructure, software applications, radio/telephony systems and

peripherals.

- c. Hardware Maintenance includes only items supplied by Avtec and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.

10. Eligibility for New Releases. In the event Client declines a new version of the Software made available to Client during the term of ScoutCare, Client must pay then current prices to license the new version. For Clarity, should Client decide for whatever reason not to download a more current version offered by Avtec prior to the expiration date of ScoutCare, Client understands that licensing rights in such version given under ScoutCare will have expired and Client shall be required to pay then current pricing to license the new version.

11. Warranty Disclaimer. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AVTEC MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY SERVICE PROVIDED HEREUNDER. AVTEC HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability and Remedies. THE LIABILITY OF AVTEC ARISING OUT OF OR RELATING TO SCOUTCARE OR ANY SERVICES PROVIDED BY AVTEC UNDER OR IN CONNECTION WITH SCOUTCARE SHALL BE LIMITED TO ACTUAL AMOUNTS PAID TO AVTEC FOR SOFTWARE MAINTENANCE, AND THE SOLE REMEDY OF CLIENT OR OTHER CLAIMANT AGAINST AVTEC SHALL BE TO RECOVER SUCH AMOUNTS, UPON PAYMENT OF WHICH AVTEC SHALL BE RELEASED FROM ALL FURTHER OBLIGATION AND LIABILITY TO CLIENT OR SUCH OTHER CLAIMANT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, and intending to be legally bound, have executed this Statement of Work.

County of Boone, MO

Avtec, Inc.

DANIEL K. ATWILL
Full name

John Rosati
Full name

PRESIDING COMMISSIONER
Title

Senior Vice President of Sales
Title

[Handwritten Signature]
Signature

[Handwritten Signature]
Signature

5-3-16
Date

April 20, 2016
Date

Approved as to legal form
by: [Handwritten Signature]

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.*
mine Pitchford by [Handwritten Signature] 4-25-16
Auditor Date
*subject to annual budget appropriation.

Appendix A

ScoutCare™ Maintenance Services

ScoutCare is Avtec's service program for Scout systems. ScoutCare is offered as a package of software maintenance and support services, with an option for hardware maintenance. During the warranty period, discounted ScoutCare software and hardware maintenance is provided under the original contract. After warranty, ScoutCare software and hardware maintenance may be renewed annually.

Software Maintenance

A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

1. **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.
2. **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.
3. **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errata with workarounds are fixed in general software releases.
4. **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

Major software releases with new capabilities are released several times a year with minor patches released from time to time to address specific issues. Avtec console systems covered by a ScoutCare Agreement are entitled to use newer versions of their existing software licenses released during the Agreement term and installed during the same term. Both application software and any required firmware updates for Avtec products are included.

Remote Support

Avtec maintains a team of Support Engineers for telephone and remote support of Avtec systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 365 for Critical Priority support. Avtec systems are mission/business critical to our clients and integrate into complex IP environments, so Avtec takes support seriously. Avtec Services is staffed with a team of over 30 professionals involved in system implementations, consulting engagements, and supporting customers both remotely and on-site when needed. . This team is comprised of engineers with Cisco and Microsoft certifications, deep radio experience, and years of hands-on work with communications console systems in customer environments. They are backed by a Customer Satisfaction Team of a dozen software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Avtec has provided these teams with millions of dollars' worth of radio systems, virtualized test environments, and training to ensure both capability and capacity for

proper support delivery.

Web Based Case Management

ScoutCare clients are provided a user name and password to a personalized web-based client portal which provides access to product documentation and incident status.

Technical Training Classes

ScoutCare provides training at Avtec's South Carolina headquarters for Technical Staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived per Paragraph 2g in the Terms and Conditions document. Additional personnel may attend at Avtec's normal rates. (Travel and daily expenses are not included.)

Option for Hardware Maintenance

Avtec offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at client expense to Avtec's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance clients may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Clients are expected to return the failed part immediately for repair processing. The client will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30 day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Clients not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Clients on a demand service will need to submit a P.O. or Credit Card to for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90 day warranty from date of shipment, for Avtec manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

Client Responsibilities

- Client will be responsible to designate an on-site technical support person (Client employee or Contractor) with current (within three years) training certification on the Avtec system. That person(s) will be responsible to communicate and work toward problem resolution with the Avtec Technical Support Team.
- Client will have adequate supply of critical spare parts as recommended by Avtec.
- It is recommended when practical that Client maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.

- Upon request by Avtec, Client will provide Avtec with remote access into the system in order for Avtec to troubleshoot issues.
- Upon notice from Avtec of a new version release, Client will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.

Avtec Responsibilities

Services to be provided for Client under the ScoutCare program:

- Avtec will provide remote Technical Support (described below) for Client during Avtec’s normal Operating hours (defined below).
- Avtec will provide remote Technical Support for Client for Critical Priority issues (defined below), at any time.
- Avtec will provide hardware replacement service (RMA Support) for Client during Avtec’s normal Operating hours (defined below).
- RMA repair request is made from Client; RMA is processed within 4 business hours of form submission.
- RMA advance replacement request is made from Client; form complete and RMA is processed within 2 hours.
- 90% of the calls will be responded to within 60 seconds during Avtec business hours.
- 90% of calls will be responded to within 180 seconds after business hours and on weekends.
- Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.

Avtec Responses by Priority Status

Priority:	Critical
Definition	Client’s system is substantially degraded and normal operations are not possible.
Response Time	30 Minutes
Resolution Commitment	Issue will be worked continuously until resolution
Escalation Process	<p>If Client Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team.</p> <p>Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time.</p> <p>Update to client will be made every 2 hours until resolution.</p>
Call Closure Requirement	Call will be closed when system is running without impact for 48 hours and client is satisfied with resolution.

Priority:	Urgent
Definition	Limited operational impact, able to work but with limitations
Response Time	60 Minutes
Resolution	Issue will be worked on a priority basis

Commitment	
Escalation Process	<p>If Client Support Team is unable to resolve within 1 business day they will escalate to the appropriate member of the engineering team.</p> <p>Escalation to Management Team in 3 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.</p> <p>Update to client will be made as new information is made available until resolution.</p>
Call Closure Requirement	Call will be closed when system is running without impact for 48 hours and client is satisfied with resolution.

Priority:	Normal
Definition	No impact to business, questions or informational
Response Time	1 Business Day
Resolution Commitment	Issue will be queued for resolution based on workload and other priority cases.
Escalation Process	<p>If Client Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team.</p> <p>Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.</p>
Call Closure Requirement	Call will be closed when client accepts resolution.

Contacts & Operating Hours

Contact Phone Numbers & Email

- 803.358.3601
- 800.545.3034 (Toll-free for US and Canada)
- CustomerSupport@avtecinc.com
- RMARequest@avtecinc.com

Location of Service Delivery

- 100 Innovation Place
Lexington, SC 29072

Hours of Operation

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST

- After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

Avtec Holiday List

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving day
- Christmas Eve
- Christmas Day

Escalation Contacts

Additional assistance is available to ScoutCare Clients via Avtec's escalation process. In the event a ScoutCare Client is not satisfied with the support we are providing or have provided, has questions regarding our support process, or wishes to discuss and obtain additional assistance, the following from the Services & Solutions Management team are available to support you:

Dawn Fisher, Customer Support Manager
Direct Dial: 803.358.3312
Cell: 803-275-7256
Email: dfisher@avtecinc.com

Premal Parikh, Director of Services
Direct Dial: 803.358.3462
Cell: 803-261-7455
Email: pparikh@avtecinc.com

Escalation emails will be answered within one business day; escalation phone calls and/or messages will be responded to within 30 minutes.

For any Client matter that cannot be resolved by the Client Support team or by Client Support Managers, Please contact:

Kevin Knowles, VP, Services and Solutions
Direct Dial: 803.358.3406
Cell: 803-315-5936
Email: kknowles@avtecinc.com

Name:	Chad Martin	SCOUTCARE MAINTENANCE AND TECHNICAL SUPPORT	Quote Number:	2016-3340A-3
Company:	Boone Co MO 911		Quote Date:	3/7/2016
Address:	17 N. 7th St		Quote Expiration:	6/14/2016
City, State, Zip:	Columbia MO 65201		Prepared by:	Jeff Ziegler
Phone:	573-489-4618		Approval Code:	
Email:	cmartin@boonecountymo.org		Mfg. Rep:	Nevco/Skinner
Project Name:	Boone Co MO 911 Avtec Consoles		Entity Type:	E911

ScoutCare Maintenance and Technical Support

Not Part of the NASPO Contract or NASPO Quote Provided to Boone County

ScoutCare Calculations are formula based on the system purchase quote/proposal provided, exclusive of any below-total options. Any changes to that quote will result in changes to the ScoutCare pricing.

Item	Qty	Model Number	Description	Price Each Year	Extended Price
1	1	SCOUTCARE-T1	Year 1 Annual Software Maintenance and Technical support.	\$ -	\$ -
2	1	SCOUTCARE-HARDWARE	Year 1 Annual Hardware Maintenance	\$ -	\$ -
TOTAL SCOUTCARE YEAR 1 (WARRANTY)				\$	-

Item	Qty	Model Number	Description	Price Each Year	Extended Price
3	4	SCOUTCARE-T1	Years 2-5 Annual Software Maintenance and Technical support.	\$ 61,450.50	\$ 245,802.00
4	4	SCOUTCARE-HARDWARE	Years 2-5 Annual Hardware Maintenance and Technical support.	\$ 15,180.25	\$ 60,721.00
SUBTOTAL SCOUTCARE YEARS 2-5				\$	306,523.00
MULTI YEAR CONTRACT DISCOUNT 5%				\$	(15,326.15)
TOTAL SCOUTCARE YEARS 2-5				\$	291,196.85

ScoutCare Notes and Assumptions

- 1 ScoutCare Software and Hardware Maintenance and Technical Support is included at no charge for Year 1 following System Acceptance, as shown on Items 1 and 2 above.
- 2 ScoutCare for Years 2-5 is quoted above on Items 3 and 4, showing annual and multi-year contract pricing. Multi-year contracts will be billed annually.
- 3 Above Quote is based on a 4-Year Contract (System Years 2-5). It may be cancelled should the Boone County Commission fail to approve and appropriate funding.
- 4 Purchase of additional Avtec hardware or software will result in a price increase based on the formulas used to quote ScoutCare and the items purchased. Price increases will take effect following the 1st Year warranty period for those items.
- 3 ScoutCare is not part of the NASPO Contract and is a separate contract/transaction between Avtec and the County
- 4 Additional Information on ScoutCare has been provided separately.
- 5 The purchase of ScoutCare at the time of the initial system purchase (and starting at Year 2) will provide for the requested five (5) no-cost seats in Avtec's Scout System Administration and Configuration and Maintenance Training Class held at Avtec Corporate HQ in Lexington SC. Additional training class seat "credits" will be accumulated with the ongoing purchase of ScoutCare, to account for training of new County staff or refresher training desired during the life of the system. Attendees are responsible for travel and living expenses to attend training.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2016

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

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

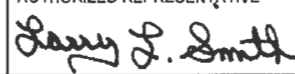
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 115 Central Island Street, Suite 100 Charleston SC 29492	CONTACT NAME: Joy St. Martin	
	PHONE (A/C, No., Ext): 843-972-5721	FAX (A/C, No.): 843-577-5062
E-MAIL ADDRESS: joy_st.martin@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : Hartford Casualty Insurance Company		29424
INSURER c : Hartford Property and Casualty		34690
INSURER d : Continental Casualty Company		20443
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 473361024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		22UUNRB5381	1/1/2016	1/1/2017	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		22UUNRB5381	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		22RHURB5164	1/1/2016	1/1/2017	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	22WECL0251	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Technology E&O		C6016880642	1/1/2016	1/1/2017	Each Claim	\$2,000,000
						Aggregate Limit	\$2,000,000

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

CERTIFICATE HOLDER County of Boone, Missouri C/O Purchasing Department 613 East Ash Street Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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217-2016

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
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, CPPO, CPPB
DATE: April 22, 2016
RE: Cooperative Contract: **06913** – *Avtec Radio Consoles for the Emergency Communication Center*

Frank Kirk, Senior Consultant with Mission Critical Partners and Chad Martin, Director of Joint Communications Operations recommend we utilize the NASPO Value Point cooperative contract *06913* to purchase Avtec Radio Consoles for the Emergency Communication Center project. Contract is with Avtec, Inc. of Lexington, South Carolina.

Contract total is \$742,669.47 and invoices will be paid from department 4101 – ECC Radio & Technology, account 71231 – ECC Construction Project. There is \$1,144,000.00 budgeted for the ECC project.

Also attached is the ScoutCare™ Maintenance & Support to support the equipment. The first year of maintenance is included in the one year warranty. Future years of maintenance will be purchased as Sole Source. Attached is a Sole Source form for your signature and approval, # **130-123121SS**.

cc: Contract File
Karen Miller, Commission
Frank Kirk, Mission Critical Partners
Chad Martin, Patricia Schreiner, Joint Communications

PURCHASE AGREEMENT
FOR AVTEC RADIO CONSOLES FOR DISPATCH
FOR BOONE COUNTY EMERGENCY COMMUNICATION CENTER

Commission Order # 217-2016

THIS AGREEMENT dated the 3rd day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Avtec, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing, delivery, and installation of **Avtec Radio Consoles for Dispatch in the Boone County Emergency Communication Center**, in compliance with all bid specifications and any addendum issued for the NASPO ValuePoint contract **06913**, Avtec quote dated February 15, 2016, Statement of Work version 3.1/2016, Boone County Standard Contract Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Debarment Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and NASPO ValuePoint contract # **06913** shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Avtec Radio Consoles for Dispatch in the Boone County Emergency Communication Center**. Equipment and installation shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's quote, as needed and as ordered by the County as follows:

NASPO Avtec Scout Dispatch System:

Equipment and Spare Parts

Console Equipment Subtotal	\$446,053.50
Gateway and Endpoint Equipment Subtotal	\$223,320.30
Racking Equipment Subtotal	\$7,268.45
Spare Equipment Subtotal	\$14,739.25
Shipping, Handling and Insurance	No Charge
 Equipment Total	 \$691,381.50

Professional Services and Expenses

	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Equipment configuration and system design (hourly)	168	\$178.13	\$29,925.84
Equipment installation (hourly)	200	\$142.50	\$28,500.00
Training (hourly)	80	\$142.50	\$11,400.00
Technical support services (hourly)	0	\$237.50	\$0.00
Equipment repair	0	\$92.65	\$0.00
Airfare (round trip)	6	\$1,500.00	\$9,000.00
Car rental & Per Diem (daily)	33	\$350.00	\$11,550.00

Professional Services and Expenses Subtotal **\$90,375.84**

Grand Total before Trade-in (Equipment + Professional Services)	\$781,757.34
Trade-in of Existing System	(\$39,087.87)
Grand Total after Trade-in	\$742,669.47

Optional Disaster Recovery Design

Pricing is outlined on the attached quote on page 5 and may be ordered at a later date. It is not part of this initial order.

ScoutCare Maintenance and Technical Support

Year 1: Included at no charge (warrant)	<u>Annual Price Per Year</u>
Annual Software Maintenance and Technical Support	\$0.00
Annual Hardware Maintenance and Technical Support	\$0.00
Year 2 – 5: Firm price per year for years 2 through 5	<u>Annual Price Per Year</u>
Annual Software Maintenance and Technical Support	\$61,540.50
Annual Hardware Maintenance and Technical Support	\$15,180.25
Annual Total:	\$76,720.75
Subtotal ScoutCare Years 2-5	\$306,883.00
Multi-Year Contract Discount 5%	(\$15,344.15)
Total ScoutCare Years 2-5	\$291,538.85

County will pay \$72,884.71 annually for four years.

3. **Delivery** - Vendor agrees to coordinate delivery and installation of equipment and service with Boone County Joint Communications. Delivery and installation after receipt of order and Notice to Proceed will be made within 90 – 100 calendar days. The exact date will be determined once a date has been set for County personnel to attend training at Avtec's headquarters.

Delivery address: Boone County Emergency Communication Center, 2145 E. County Drive, Columbia, Missouri 65202.

FOB Destination: All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4. **Billing and Payment** - All billing / invoices and prevailing wage payroll / reporting shall be sent to Boone County Joint Communications, Attn: Patricia Schreiner, 17 N. 7th Street, Suite A, Columbia, Missouri 65201 office. Billings may only include the prices as listed and/or calculated in the Vendor's quote response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications.

Payment Terms: 25% with Contract / Notice to Proceed
 25% at completion of factory staging and equipment shipment – net 30
 25% at completion of installation – net
 25% with acceptance – net 30

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.

5. **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.

6. **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.

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

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

~~8. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen 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 maintained on file with the Boone County Purchasing Department. **Prevailing Wage Order #22** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.~~

9. **OSHA Training - OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor 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 Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor 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 Contractor 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 Contractor 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 Contractor.

10. **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.

11. **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.

Antec

STANDARD TERMS AND CONDITIONS- BOONE COUNTY, MISSOURI

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

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

Insurance Requirements: The Contractor 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 Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor 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 Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor 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 subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of 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 Contractor 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 Contractor'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 Contractor 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, 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 providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

(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.

John Rosati, Senior Vice President of Sales

Name and Title of Authorized Representative

John Rosati

Signature

April 20, 2016

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of

Lexington

State of

South Carolina

My name is John Rosati. I am an authorized agent of Avtec, Inc. (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

John Rosati April 20, 2016
Affiant Date
John Rosati
Printed Name

Subscribed and sworn to before me this 20th day of April, 2016

Cynthia R. Hartley
Notary Public

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.



Welcome
Cindy Hartley

User ID
CHAR7998

Last Login
01:49 PM - 04/18/2016 Log Out

Click any for help

- Home
- My Cases**
- New Case
- View Cases
- Search Cases
- My Profile**
- Edit Profile
- Change Password
- Change Security Questions
- My Company**
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports**
- View Reports
- My Resources**
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Avtec Inc [View / Edit](#)

Company ID Number: 484305
Doing Business As (DBA) Name: Avtec Inc
DUNS Number: 098402266

Physical Location:

Address 1: 100 Innovation Place
Address 2:
City: Lexington
State: SC
Zip Code: 29072
County: LEXINGTON

Mailing Address:

Address 1: 100 Innovation Place
Address 2:
City: Lexington
State: SC
Zip Code: 29072

Additional Information:

Employer Identification Number: 570687198
Total Number of Employees: 100 to 499
Parent Organization:
Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 334 - COMPUTER AND ELECTRONIC PRODUCT MANUFACTURING [View / Edit](#)

Total Hiring Sites: 1 [View / Edit](#)

Total Points of Contact: 4 [View / Edit](#)

[View MOU](#)

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

County of Lebanon
State of South Carolina^{JSS}

My name is John Rosati. I am an authorized agent of Autec, Inc. (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: Autec Radio Consoles for Dispatch in the Boone County
Emergency Communications Center

John Rosati April 20, 2016
Affiant Date

John Rosati
Printed Name

Subscribed and sworn to before me this 20th day of April, 2016.

Cynthia R. Hartley
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.

County of Boone, Missouri

STATEMENT OF WORK

This Statement of Work (together with all exhibits, the "SOW") is effective as of the date of the last signature hereto (the "Effective Date"), and is entered into by and between Avtec, Inc. ("Avtec") and County of Boone, MO ("Customer") in connection with the Avtec Sales Quote # 2016-3340A-1 (the "Sales Quotation") and this SOW is being issued in connection with, and shall form a part of the End User License Agreement (the "Agreement") attached hereto which are incorporated herein by reference. Avtec and Customer may be referred to individually as "Party" and collectively as the "Parties."

AGREEMENT

1. Name of Project: Boone County Missouri Joint Communications Center

2. Description of Services

Avtec shall provide equipment, software, licensing and services to install a Scout Console system to include twenty-one (21) hardware console positions at the main 911 Center, five (5) hardware console positions in training, and eight (8) Ranger console positions in the EOC. Services to include project management, system staging, equipment installation, testing, cutover, optimization, and operator training. A table defining which Party has responsibility for various aspects of the Project is attached hereto as **Exhibit A (Products and Services)**.

3. Payment and Milestones

The Parties agree that this is a Firm Fixed Price contract and is non-adjustable except by a written change order signed by the Parties pursuant to Section 7 herein. Applicable sales/use taxes are the responsibility of the County of Boone. The total price is Seven Hundred Forty Two Thousand Six Hundred Sixty-Nine and 47/100 (\$742,669.47). The total price shall be invoiced to Customer in accord with the following milestones:

MILESTONE	Fee (US\$)
Contract/Notice to Proceed. 25% of Total Contract. Due with Contract.	\$185,667.36
Shipment. 25% of Total Contract. Invoiced upon completion of factory staging and shipment of Equipment to the "SHIP TO" location identified on the Purchase Order. Net 30 days from invoice date.	\$185,667.37
Installation. 25% of Total Contract. Invoiced upon completion of Installation. Net 30 days from Invoice Date	\$185,667.37
Acceptance. 25% of Total Contract. Invoiced upon System Acceptance. Net 30 days from invoice date.	\$185,667.37
TOTAL	\$742,669.47

1. Notwithstanding the format (itemized or single line) of Customer's Purchase Order, Customer agrees to accept single line invoicing for purchased equipment and/or services, respectively, unless otherwise specified in the SOW.
2. Customer's Purchase Order must reference these payment milestones to be accepted by Avtec.

4. Performance Period

The term of the SOW shall commence on the Effective Date and end concurrently with System Acceptance.

5. Location of Services

Avtec will perform Services at both its factory and Customer's designated work site(s) as necessary to complete Services.

6. System Acceptance Process

"System Acceptance" means the date Customer issues a Certificate of Acceptance to Avtec pursuant to Section 7 of this SOW.

- (1) Evaluation by Customer. Upon delivery and installation of the Products, Customer and Avtec will jointly execute the test procedures outlined in the Acceptance Test Plan. Customer will make a determination as to whether the Products are in accordance with the applicable specifications of this SOW, and will deliver to Avtec a **Certificate of System Acceptance (Exhibit C)** or a written rejection. Issuance by Customer of its written acceptance of the Products will be deemed a final acceptance of the Products. Any notice of rejection must set forth in reasonable detail the basis for the rejection. In the event of a notice of rejection, Avtec will commence to modify, replace, or correct such non-conformity so that the acceptance criteria are satisfied in accordance to the Acceptance Test Plan.
- (2) Usage of Product During Acceptance Testing. Customer may, during the Acceptance Testing Period, utilize the Product in a production environment only to the extent determined necessary by Avtec to assure compliance with the acceptance criteria set forth in this SOW. If Customer continues to use the Products for a period of Thirty (30) days without issuing a Certificate of System Acceptance to Avtec, the Products will be deemed finally accepted and full payment of any outstanding monies owed must be paid in accordance with this SOW.
- (3) Warranty Period. The one (1) year warranty period starts on the first day after Cutover or the same day Customer uses the console system for normal dispatch operations, whichever comes first.
- (4) Technical Support Upon Acceptance. Avtec has agreed to provide 1 year of ScoutCare software maintenance which starts upon Customer's signing of the Certificate of System Acceptance. Prior to written system acceptance, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its specifications. Customer is not entitled to bug fixes, patches, software updates, enhancements, new versions or releases until after written system acceptance and full payment of the total price stated in Section 3 of this SOW.

7. Acceptance Test Plan

Upon completion of the Scout system installation, a visual inspection of the installation and an

Acceptance test will be performed by an Avtec representative. It shall be witnessed by an authorized Customer representative. Each portion of the Acceptance Test will be marked as either pass or fail in the reasonable discretion of a Customer representative. When a portion of the test is marked passed, it will not be tested again unless effected by software update or change, and as such, the impacted portion of the passed test will be retested unless waived (in writing) by the Customer. Failed portions will be corrected and then retested. Any failed portions that are not critical to live dispatch operations will be added to a punch list of action items to be corrected after final acceptance and will not affect Customer's signing of the **Certificate of System Acceptance**. The **Certificate of System Acceptance** shall be executed by both Avtec and Customer upon completion of the Acceptance Test. Upon execution of the Certificate of System Acceptance, Customer agrees to pay in full any unpaid monies owed Avtec under this SOW.

8. Change Order Management

Customer may, at any time by a written order, request changes to the general scope of the Services covered by this SOW (a "Change Order"). If any such change causes an increase in the costs of equipment or the time required for the performance of any part of the Services covered by this SOW, an equitable adjustment shall be made in the price, delivery schedule, or both, and the SOW shall be modified in writing accordingly. If not a Time and Materials contract, Avtec will not accept any Change Order requesting a decrease in Services after the project kickoff meeting between the Parties. Each such Change Order shall be deemed effective only after it has been signed by both Parties and will be incorporated into this SOW.

9. End User License Agreement ("EULA")

Customer's use of any hardware or software products provided to Customer by Avtec shall be subject to the terms and conditions of the EULA attached hereto as "**Exhibit E**" and incorporated herein. The terms of the EULA shall be effective and binding on the Parties hereto upon execution of this SOW by Customer.

10. Conflicting Terms

If any term or provision contained in this SOW contradicts any provision of the Agreement, the provision in the Terms and Conditions regarding Conflicting Documents shall control and govern.

11. Contacts

The following individuals are responsible for the day to day activities of the Project.

	County of Boone, MO	AVTEC
Name	x	Ken Mulchahey
Address	x	Avtec, Inc. 100 Innovation Place Lexington, SC 29072
Phone	x	803-358-3405
Email	x	KMulchahey@avtecinc.com

12. Project Specific Reference Documents

The following documents are included by reference for technical content, in the following order of precedence. No conflicting commercial terms and conditions in these documents are accepted, nor any pre-printed purchase order terms and conditions of Customer accepted.

1. Avtec standard system documentation, including but not limited to, Project Information Questionnaire, Project Management Plan, Site Survey Report, System Design, and Final Acceptance Test Plan
2. Avtec Technical Proposal including any exceptions
3. Customer provided technical specifications

- 13.** Avtec agrees to become compliant with Missouri Criminal Justice Information System Security Policy prior to accessing the Boone County Emergency Communications Center or accessing its systems remotely. It is understood that Avtec personnel will be required to pass a background check prior to beginning work on the project. It is also understood that the MSHP will manage these background checks, and that Avtec will be receiving correspondence from the MSHP on the process. A Contractor Background Screening Policy document has been provided to Avtec by Boone County.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, and intending to be legally bound, have executed this Statement of Work.

County of Boone, MO

Avtec, Inc.

Full name

John Rosati
Full name

Title

Senior Vice President of Sales
Title

Signature


Signature

Date

April 20, 2016
Date

Attachments

Exhibit A to SOW: Description of Services

Exhibit B to SOW: Technical Support Overview

Exhibit C to SOW: Certificate of System Acceptance

Exhibit D to SOW: Change Order

Exhibit E to SOW: End User License Agreement

EXHIBIT A

Description of Services

1. Installation.

Customer is solely responsible for providing an environment corresponding to the Product's Specifications, including programming and provisioning of radio, telephone, and other connected systems, and that is otherwise suitable for the Product's installation and operation. Without limiting the generality of the foregoing, the site for the Product selected by Customer shall be suitable as to space, temperature, humidity, and the availability of electrical power, cabling, connectivity devices, line protectors, surge protectors, radio and telephone interface wiring, cable pulls, furniture modifications, lighting, single point grounding, and all equipment, software and supplies not included with the Product but required for its installation, operation or use.

2. Responsibility Matrix

In addition to responsibilities stated in the Agreement, the following table further defines each Parties responsibility for deliverables of the Project under this SOW. **This Responsibilities Matrix shall be interpreted with the Professional Services price quotation to Customer and Avtec is not responsible for providing any service not specifically quoted.** Use of Not Applicable ("N/A") shall designate services not quoted to Customer. "Joint" means both Parties.

Responsible Party	Description
	1. Project Management Activities
AVTEC	1.1. Project Management for system staging and configuration at Avtec's factory prior to shipping.
	2. Shipping
AVTEC	2.1. Package Equipment for Shipping
AVTEC	2.2. Deliver Equipment and Materials to Installation Site
	3. Installation and Cutover Activities
AVTEC	3.1. Physical Installation of Avtec Equipment
JOINT	3.2. Review System Capabilities and Operational Requirements
AVTEC	3.3. Document User Interfaces
JOINT	3.4. Make Decisions on Console System Configuration
AVTEC	3.5. Avtec Software Installation
AVTEC	3.6. Install AVTEC Furnished Equipment in Designated Locations
CUSTOMER	3.7. Label Cables with a Unique Identifier Conforming to Avtec Requirements.
	4. Manage Work Site Preparation.
CUSTOMER	4.1. Environmental – provide adequate physical conditions (including

	furniture, racks, shelves, etc.), ventilation, heating, and cooling per Scout system requirements.
CUSTOMER	4.2. Procure, Configure, Install, Terminate and Test all Network Cable and Infrastructure to Support Scout Installation.
CUSTOMER	<p>4.3. Wiring and Grounding – CUSTOMER is responsible for installation and testing of building wiring and grounding system as required by all applicable building codes, ordinances, regulations, this SOW, and modern industry best practices. CUSTOMER is responsible for providing appropriate surge protective devices and grounding for network, power, and telephony. CUSTOMER shall provide a tested Demarcation Point for all wiring and console hardware and at all times comply with AVTEC’s “Scout Hardware Grounding Practices, Rev.2”, documentation #9904-302-0002, which shall be provided to CUSTOMER and is incorporated herein by reference.</p> <p>4.4. Console Equipment- CUSTOMER is responsible for the grounding connection between the CUSTOMER supplied Demarcation Point and the Junction Block (equipment ground termination point provided by AVTEC). CUSTOMER is responsible for running grounding wire from AVTEC supplied equipment (MWC, Jack Box, desk microphone, footswitch) to the Junction Block provided by AVTEC, and installed by CUSTOMER to CUSTOMER supplied furniture (e.g. desk). CUSTOMER is responsible for running grounding wire from the Junction Block to the CUSTOMER supplied Demarcation Point.</p> <p>4.5. CUSTOMER Backroom Equipment- CUSTOMER is responsible for supplying a tested Demarcation Point for any backroom rack equipment. Rack equipment supplied by CUSTOMER shall be grounded prior to the AVTEC installation. CUSTOMER is responsible for running grounding wire from AVTEC supplied equipment (Outposts, telephone interfaces, Aux I/O) to the CUSTOMER provided ground located on the Frame Rail of the backroom equipment cabinet. CUSTOMER is responsible for running grounding wire from the Frame Rail ground location to the CUSTOMER supplied Demarcation Point.</p>
CUSTOMER	4.6. AVTEC Backroom Equipment- For backroom rack equipment supplied by AVTEC, AVTEC will identify the preferred grounding point (e.g. the Frame Rail) on the CUSTOMER supplied rack equipment to the CUSTOMER prior to the scheduled date of installation. The CUSTOMER is responsible for the grounding connection between the CUSTOMER supplied Demarcation Point and the grounding point on the rack equipment.

	CUSTOMER is responsible for running grounding wire from AVTEC supplied equipment (Outpost, Telephony, Aux I/O) to the preferred grounding point on the rack equipment.
CUSTOMER	4.7. Electrical Power – Provide adequate electrical power at each equipment location. Scout hardware components supplied by AVTEC run on 110/220VAC, 50-60Hz (unless local 12VDC supplied by CUSTOMER to power Outposts).
CUSTOMER	4.8. Networking – provide all required network interfaces including Ethernet and Telephony circuits. Configure networking to supply IP transport per Scout requirements. Customer is solely responsible for the administration and integration of its networks.
CUSTOMER	4.9. Network Security- Customer is solely responsible for the security of its Network Infrastructure. Customer is responsible for installing and configuring malware and network protection as appropriate for its networks on consoles and servers deployed during integration process.
CUSTOMER	4.10. Site Access – provide access to all locations as required for AVTEC site surveys.
CUSTOMER	4.11 Radio Programming - provide radios programmed to support requested features or functionality (e.g. ANI information, Emergency, etc.) of Scout consoles.
	5. Provide CUSTOMER Furnished Equipment
CUSTOMER	5.1. Design, furnish and install all required networking infrastructure to support Scout system applications, per Scout requirements to include all cable, routers (not provided by Avtec), switches (not provided by Avtec) and engineering services.
CUSTOMER	5.2. Furnish any computers, equipment and/or accessories not provided by AVTEC.
	6. Installation Support
CUSTOMER	6.1. Inspection and Inventory of delivered AVTEC equipment and notification to AVTEC of any shipping damage within ten (10) business days from date of delivery.
CUSTOMER	6.2. Disposal of Packing Materials
CUSTOMER	6.3. Provide site access, and/or escorts to the equipment rooms and cabling installation areas as required.
CUSTOMER	6.4. Assist AVTEC with any access credentials required by third parties, such as Personnel Badges, TSA or Airport clearances.
CUSTOMER	6.5. If required, provide a secure room at the installation site with a dial out phone during the implementation phase of the project. (This room will be used by the AVTEC personnel for its operations; for temporary storing Scout system components and securing test equipment and tools.)

CUSTOMER	6.6. Provide demarcation of telephony and radio interfaces within 10' of AVTEC equipment.
CUSTOMER	6.7. Schedule Installation and Cutover Planning with Operations Personnel.
AVTEC	6.8. Install all AVTEC and Third Party Hardware and Peripherals that are a part of Avtec's Sales Quotation.
	7. Perform Training
AVTEC	7.1. Conduct normally scheduled Administrative/Maintenance Class at Avtec HQ with Boone Co team in attendance.
JOINT	7.2. Work to schedule training classes. Time and class size are the County's decision based on facility to be used and personnel schedules. Maximum class size should be no more than 2 students per available console position in the training room or 911 center. 5 days of classes will be provided at Boone Co.
AVTEC	7.3. Conduct Operator Training (On-Site) scheduled immediately after installation.
CUSTOMER	7.4. Provide adequate facilities for on-site Operator Training.
CUSTOMER	7.5. Schedule Personnel for Uninterrupted Training Sessions.
CUSTOMER	7.6. Provide classroom projector compatible with a laptop and screen.
AVTEC	7.7. Custom Operators Manuals.
	8. Cutover Assistance and Acceptance
JOINT	8.1. Schedule Cutover
AVTEC	8.2. Support Cutover
CUSTOMER	8.3. Sign Acceptance Documents
CUSTOMER	8.4. Disposal of existing equipment
	9. Test Activities
AVTEC	9.1. Test console and gateway configurations for basic operation
JOINT	9.2. Perform agreed upon Acceptance tests

3. The following notes and assumptions are included on quote# 2016-3340A-1 and are pertinent to the SOW Description of Services above.

- This system has been configured for IP recording via VPGate. In the event Analog recording is utilized, additional Outposts will be required. Avtec VPGate works with VoIP logging recorders from Eventide Inc., EXACOM, Inc., HigherGround, Inc., Voice Print International, Inc. (VPI), Verint, and NICE/Cybertech.
- 2
 - 3
 - 4
- Your DSS Equature Logging Recorder must be properly provisioned for VoIP recording. In addition, to ensure proper integration, Avtec offers our "works-with-Scout" program. 3rd party vendors are invited to come in to Avtec's test environment in South Carolina and test their system(s) with assistance from our team. DSS should be advised of this recommended opportunity.
- Interface to two (2) CADs and one (1) Interface to either Location or AVD from Westnet/First-in Fire Alerting were discussed on a conference call 2/16/2016. A total of three (3) 3rd Party API/SDKs are included in this quote for development by the 3rd Party vendor(s). In addition, each full console position includes an API seat license.

Avtec's only deliverable related to these notes is to provide two (2) hours of developer assistance included with each API/SDK purchased plus an additional sixteen (16) total hours of developer assistance to the 3rd parties involved.

EXHIBIT B

Technical Support Overview

The purpose of the Overview is to match perceptions of expected service performance with actual service support and delivery to Customer.

After Acceptance Customer Support (Self-Supporting)

If Customer elects to self-support the system or to use a local third party provider certified by Avtec, technical support service will be discussed annually with Customer. The objective of this annual review is to confirm that service levels have been achieved and review roles and responsibilities. The service definition will be formally reviewed as well as this agreement and will be updated accordingly.

Customer Requirements

- Customer will be responsible to supply an on-site Technical support person with current training certification on the Avtec system, if Customer is self-supporting. That person(s) will be responsible to communicate and work toward problem resolution with the Avtec Technical Support Team.
- If local service provider is utilized, local provider must be Avtec certified and under good standing with Avtec.
- Customer will maintain an adequate supply of critical spare parts as recommended by Avtec.

Avtec Support

Services to be provided to Customer under warranty or the ScoutCare program:

- Avtec will provide telephone Technical Support for Customer and/or local certified service provider, provided Customer has an active Support contract, during Avtec's normal Operating hours (defined below).
- Avtec will provide telephone Technical Support for Customer and/or local certified service provider for Critical Priority issues (defined below), provided customer has an active Support contract, at any time.
- Avtec will provide part replacement service (RMA Support) for Customer and/or local certified service provider, during Avtec's normal Operating hours (defined below).
- 90% of the calls will be answered within 60 seconds during Avtec business hours.
- 90% of calls will be answered within 180 seconds after hours and weekends.
- Each Support call will be logged and assigned a priority status, Critical, Urgent, and Normal. The following are responses based on the priority;

Priority:	Critical
Definition	Customer's system is substantially degraded and normal operations are not possible.
Response Time	30 Minutes
Resolution Commitment	Issue will be resolved within 8 hours
Escalation Process	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to customer will be made every 2 hours until resolution.
Call Closure Requirement	Call will be closed when system is running without impact for 48 hours and customer is satisfied with resolution.

Priority:	Urgent
Definition	Limited impact, able to work but with limitations
Response Time	60 Minutes
Resolution Commitment	Issue will be resolved within 16 hours
Escalation Process	If Customer Support Team is unable to resolve within 1 business day they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 3 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time. Update to customer will be made as new information is made available until resolution.
Call Closure Requirement	Call will be closed when system is running without impact for 48 hours and customer is satisfied with resolution.

Priority:	Normal
Definition	No impact to business, questions or informational
Response Time	1 Business Day
Resolution Commitment	Issue will be queued for resolution based on workload and other priority cases.
Escalation Process	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.
Call Closure Requirement	Call will be closed when customer accepts resolution.

RMA Support:

- RMA repair request is made from Customer form complete RMA is processed within 4 hours.
- RMA advance replacement request is made from Customer, form complete and RMA is processed within 2 hours.

Contacts & Operating Hours

Contact Phone Numbers & Email:

- 803.358.3600 ext. 201
- 800.543.3034
- CustomerSupport@avtecinc.com
- RMARequest@avtecinc.com

Location of Service Delivery:

- 100 Innovation Place
- Lexington, SC 29072 USA

Hours of Operation:

- Business hours support: Monday – Friday 8:00 AM– 5:00 PM EST
- After hours support: Monday – Friday 5:00 PM – 7:59 AM EST, 24 hour coverage Saturday, Sunday and Holidays

AVTEC Holiday List

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving day
- Christmas Eve
- Christmas Day

Escalation Contact:

Customer Support Manager:

- Dawn Fisher-dfisher@avtecinc.com
- 803.358.3600 ext. 312

Tier-1 Maintenance Expectations for End-User Clients or their Local Service Providers

Tier-1 trained technical resources at client site locations are critical to properly evaluate communication system issues, to complete “first look” maintenance actions, and to maintain the high operational availability of communication systems and capabilities.

To meet this need, Avtec provides dispatcher and system administrator training for all Scout end-user clients and/or their Tier-1 local support providers. Avtec clients on ScoutCare™, our Software Maintenance Program, are also entitled to recurring system administrator training at our Lexington, SC HQ facility.

At Avtec, we service what we sell, and we’re available 7x24x365 to provide support for all of our clients with systems under warranty, and for clients on ScoutCare™. Our Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the client locations.

In the event a client cannot commit their own resources, or local service provider resources, for training and maintenance support, Avtec can provide pricing for Tier-1 local/on-site support via Avtec employees or through our network of partners. Regardless of the resource designated to provide Tier-1 support, Avtec enables local support resources to perform the following functions:

1. Attend system administrator training.
 - a. Access the Avtec Client Portal for technical documentation.
2. Act as the primary liaison with Avtec Customer Support (CS) for all Avtec Scout technical matters.
3. Perform “first look” maintenance for any suspected Scout system related issues. First look, or Tier-1 maintenance expectations include:
 - a. Respond to initial dispatcher requests for technical support.
 - i. Perform preliminary fault isolation. Eliminate the client network, PBX, radios, recorders, or other third party peripherals as a source of the issue.
 - ii. Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with Scout system components are functional.
 - iii. Verify unicast and multicast traffic flow.
 - b. Determine whether or not the issue with Scout can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Avtec CS engineers.
 - c. Open and track Tier-2 tickets with Avtec CS.
 - d. Coordinate all Avtec Tier-2 maintenance activity with local site end-users.
 - e. Complete any locally required maintenance tasks under the direction of Avtec CS Tier-2 engineering.
 - f. Perform all local moves, additions, and changes (basic system administrator actions).
 - g. Perform console, VPGate, Frontier resets.
 - h. Verify Avtec Scout, VPGate, and Frontier configurations and settings.
 - i. Record fault data.
 - i. Indications (i.e., no PTT, no TX or RX, console locked up).
 - ii. Date and Time.
 - iii. Impact/Severity of Outage.
 - iv. Collect and upload Log files as needed to the Avtec FTP server.
 - v. Network packet capture (PCAPS) from consoles and VPGate.

- j. Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.
- k. Physical HW replacement in the event of failure.
- l. Training of new end-users after preliminary training by Avtec has been provided.
- m. Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Avtec as needed for Tier-2 support.
- n. Utilize the “Scout Issue Resolution Checklist” (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Avtec engineering resources are available to support our clients pursuant to the Service Level Agreement (SLA) detailed in our basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues, and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, please contact Dawn Fisher, our Technical Services Manager, at 803-358-3312.

EXHIBIT C

Certificate of System Acceptance

Pursuant to the Agreement entered into by Avtec, Inc. ("Avtec") and County of Boone, MO ("Customer") with an effective start date of x (the "Agreement"), all deliverables (both Products and Services) described in the **SOW for Avtec Sales Quote 2016-3340A-1** with an effective date of x , 2016 (the "SOW") have been inspected and have successfully passed the Acceptance Test as described in Section 7 of the SOW. The Avtec deliverables are hereby deemed fully and finally accepted by Customer. Execution of this document confirms and certifies Customer's final acceptance of the applicable products and services delivered under the SOW pursuant to Section 7 of the SOW.

County of Boone, MO

Avtec, Inc.

Full name

Full name

Title

Title

Signature

Signature

EXHIBIT D

Change Order

THIS CHANGE ORDER # _____, dated as of _____, 20__ (the “Change Order Effective Date”) amends the Statement of Work for the effective date of ___, 2015 by and between Avtec, Inc. (“Avtec”) and County of Boone, MO (“Customer”) (the “SOW”), and is entered and governed by the Master End User Agreement by and between Avtec and Customer dated as of _____. Terms outlined in this Change Order shall take precedence over any conflicting terms outlined in the SOW referenced above.

Change Requested By (Name/ Title/ Company): _____

Change Description

(Insert a detailed description of the change. Describe the specific area of the SOW or the Work Order being modified.)

Change Justification

(Insert a detailed description of why the change is required. Indicate benefits gained or risk mitigated by making the change.)

Change Impact

(In the table below, indicate what area(s) are impacted by the proposed change. Provide a detailed description of the impact.)

Area of Impact	Yes/ No	Detailed Description of Impact
Scope		
Risk		
Schedule		
Resources		
Financial Impact*		
Other		

If there is a financial impact, please provide additional information below:

Additional Cost: _____

Funding Provision: _____

Party Responsible for Cost (CUSTOMER / AVTEC): _____

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Change Order as of the Change Order Effective Date.

County of Boone, MO

Avtec, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E

AVTEC END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT (THE "AGREEMENT") CAREFULLY. WHETHER YOU ARE ACTING FOR YOURSELF INDIVIDUALLY OR AS A REPRESENTATIVE OF AN ENTITY, YOU ARE REFERRED TO IN THIS AGREEMENT AS "YOU". YOU MAY BE READING THIS AGREEMENT ONLINE, OR AS AN ELECTRONIC DOCUMENT INCLUDED WITH AN AVTEC, INC. ("AVTEC") SOFTWARE PRODUCT, OR AS A PHYSICAL DOCUMENT PACKAGED WITH AN AVTEC HARDWARE OR SOFTWARE PRODUCT (SUCH SOFTWARE, IN EACH CASE, IS HEREINAFTER REFERRED TO IN THIS AGREEMENT AS THE "SOFTWARE", AND "PRODUCT" SHALL REFER TO ANY HARDWARE OR SOFTWARE FURNISHED BY AVTEC). THE TERM "SOFTWARE" SHALL INCLUDE COMPUTER PROGRAMS OFFERED AS STAND ALONE PRODUCTS AS WELL AS FIRMWARE OR OTHER SOFTWARE EMBEDDED IN AVTEC HARDWARE PRODUCTS. THE TERM "SOFTWARE" SHALL ALSO INCLUDE ANY USER DOCUMENTATION THAT IS PART OF OR SUPPLIED WITH THE SOFTWARE OR OTHERWISE MADE AVAILABLE BY AVTEC TO AUTHORIZED END USERS OF THE SOFTWARE. YOU ARE ENTITLED TO THE BENEFITS OF THIS AGREEMENT ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER OF THE APPLICABLE AVTEC PRODUCT, AND YOU PURCHASED THAT PRODUCT DIRECTLY FROM AVTEC, AN AUTHORIZED AVTEC DEALER OR SYSTEMS INTEGRATOR, OR OTHER AVTEC-APPROVED SOURCE ("APPROVED SOURCE"). IF YOU DO NOT SATISFY THE FOREGOING CONDITIONS YOU ARE NOT LICENSED TO USE OR KEEP A COPY OF THE SOFTWARE NOR ENTITLED TO THE BENEFITS OF AVTEC'S LIMITED WARRANTY SET FORTH BELOW.

ASSUMING YOU SATISFY THE FOREGOING CONDITIONS, YOU ACCEPT AND AGREE TO THIS AGREEMENT IF YOU EITHER: (1) ACCEPT THIS AGREEMENT WITH A MOUSE-CLICK OR SIMILAR ACTION PRIOR TO DOWNLOADING THE SOFTWARE OR INSTALLING THE SOFTWARE ON A COMPUTER; (2) ACQUIRED THE SOFTWARE STORED ON ELECTRONIC STORAGE MEDIA SUCH AS CD-ROM OR DVD AND YOU BREAK THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC STORAGE MEDIA; (3) YOU INSTALL OR USE THE SOFTWARE ON A COMPUTER, OR (4) YOU USE THE HARDWARE PRODUCT ON WHICH THE SOFTWARE CAME INSTALLED.

YOU AGREE NOT TO INSTALL AND/OR USE THE SOFTWARE ON ANDROID, IOS, OR MOBILE BROADBAND DEVICES, SUCH AS SMARTPHONES OR TABLETS, THAT COMMUNICATE OVER CELLULAR OR LTE NETWORKS FOR PURPOSES OF PERFORMING PUSH TO TALK FUNCTIONALITY ON MOTOTRBO NETWORKS, UNLESS THE SOFTWARE IS SUBLICENSED FROM MOTOROLA SOLUTIONS OR THEIR AUTHORIZED DEALERS.

IF YOU HAVE NOT PURCHASED A POOL LICENSE FROM AVTEC, YOU AGREE

NOT TO INSTALL, USE OR ACCESS THE SOFTWARE ON, IN, OR FROM A VIRTUAL MACHINE OR ON, IN, OR FROM A VIRTUAL ENVIRONMENT.

IN SOME CASES THE SOFTWARE MAY BE PURCHASED AS PART OF A LARGER SYSTEM TO WHICH A SEPARATE SOFTWARE LICENSE APPLIES. IN SUCH CASE, THE TWO LICENSES SHALL BE CONSTRUED AS COMPLEMENTARY SUCH THAT AVTEC ENJOYS THE MAXIMUM RIGHTS AND BENEFITS OF BOTH, AND IF THERE IS ANY CONFLICT BETWEEN THE TWO LICENSES SUCH CONFLICT SHALL BE RESOLVED BY GIVING EFFECT TO THE PROVISION IN EITHER LICENSE THAT IS MOST FAVORABLE TO AVTEC (AS DETERMINED BY AVTEC IN ITS SOLE DISCRETION). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, AVTEC IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU PURCHASED A PHYSICAL COPY OF THE SOFTWARE ON ELECTRONIC MEDIA SUCH AS A CD-ROM OR DVD, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND IF, AND ONLY IF, THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC MEDIA ON WHICH THE SOFTWARE IS STORED IS INTACT AND HAS NOT BEEN TAMPERED WITH. IF THE SOFTWARE WAS SUPPLIED AS PART OF ANOTHER PRODUCT YOU PURCHASED FROM AN APPROVED SOURCE, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER THE DATE OF PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER.

1. License Definitions.

“Computer” means a specific physical device or virtual machine that may consist of one or more CPU cores.

“CPU” means “Central Processing Unit” and is the functional unit (i.e. the computing part) of the computer or server that interprets and executes instructions.

“Pool License” means an authorized number of Floating Licenses that allows You to install and share a limited number of licenses on a larger number of Computers.

“Virtual Machines” or “VM” means a software container that can run its own operating system and execute applications like a physical device.

2. License Grant. All Software is licensed, not sold. Subject to the terms of this Agreement, and provided You purchased this Software license from an Approved Source, Avtec grants to You a non-exclusive, non-transferable, and perpetual license to use the Software in object code format only for Your internal business purposes. In order to use the Software, You may be required to input a registration number or product
Version 3.1/2016

authorization key and register Your copy of the Software online at Avtec's website to obtain the necessary license key or license file.

3. License Types. The scope of Your license depends on the type of license you purchased from an Approved Source. The variety of license types are set forth below and You are solely responsible for installation and use restrictions of the license You purchased. For more information on the type of license you have purchased, please contact your Approved Source sales representative.

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If You purchased a Standard license, each license purchased entitles You to install and use the Software on one and only one Computer or CPU at a time. It may only be installed on a different Computer or CPU if the original computer was destroyed or if the Software is deleted. This license does not permit installation, use, or access of the Software on, in, or from a Virtual Machine or on, in, or from a virtual environment.

POOL LICENSE

If You purchased a Pool License, the Software may (a) be installed, transferred to, transferred among, or shared on an unlimited number of Computers, and/or virtual (or otherwise emulated) hardware systems on a Computer or CPU and (b) have multiple sessions used, but no more than the licensed number of simultaneous sessions of the Software at any one time.

4. License Restrictions.

This is a license, not a transfer of title, to the Software and Avtec retains all ownership rights in and to all the Software and all copies thereof. You receive no rights to the Software other than those specifically granted herein. You acknowledge that the Software contains trade secrets of Avtec or its suppliers or licensors, including but not limited to the specific internal design and structure of the Software, including individual program routines and associated interface information. If the Software is included with and part of an Avtec hardware product, You shall only use the Software in connection with Your use of that hardware product.

You shall not: (i) transfer, assign or sublicense Your license rights to any other person or entity, including but not limited to parent companies, subsidiaries and affiliates, and any attempted transfer, assignment, or sublicense shall be null and void; (ii) make changes to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit any third party to do so; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form; (iv) publish or distribute to any third party any results of benchmark tests run on the Software; (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise; (vi) disclose, provide, distribute or otherwise make available trade secrets contained within the Software in any form to any third party, including but not limited to publicly displaying and/or performing the software, and You shall implement reasonable security measures to protect such trade secrets; (vii) duplicate or make copies of the Software other, except that You may make one (1) copy per Physical Business Location for backup purposes only; (viii) remove, alter, obscure, reduce in size or otherwise modify any copyright, trademark, or other proprietary notices

appearing on or in the Software in any form or format (including without limitation screen displays); or take any action which jeopardizes Avtec's proprietary rights or acquire any right in the Software. For purposes of this paragraph, a "Physical Business Location" is a main office or branch office in which Your licensed computer(s) or CPU(s) is/(are) physically located.

In certain cases Software provided to You may include functionality, capabilities or capacities exceeding those purchased by You and constituting separate Product(s) in their own right. This license does not extend to such separate Product(s) unless and until such time as You purchase such Product(s). You shall not access or use any such additional functionality, capabilities or capacities constituting separate Product(s) not covered by this license. Any unlicensed use of such additional functionality, capability or capacity shall (without limiting Avtec's other rights and remedies in respect of such unauthorized use) obligate You to pay to Avtec upon demand Avtec's then applicable list price for the corresponding Product(s).

This Agreement and the license granted herein shall remain effective until terminated. You may terminate this Agreement and the license at any time by destroying all copies of Software in Your possession. This Agreement and the license shall terminate immediately and without the requirement of any notice if You fail to comply with any provision of this Agreement. Upon termination, You shall destroy all copies of Software and Documentation in Your possession or control, including without limitation deleting the Software from all computers, hard drives or other electronic devices. All confidentiality obligations of You, restrictions and limitations on use of the Software, limitations of liability, and warranty limitations and disclaimers shall survive termination of this Agreement.

5. Right to Audit. Avtec may audit Your use of the Software on 15 days' advanced written notice. You will cooperate with the audit, including by providing access to any books, computers, records or other information that relates or may relate to the use of the Software. Such audit will not reasonably interfere with Your business activities. If the audit reveals unauthorized use of the Software, You shall reimburse Avtec for the reasonable cost of the audit, in addition to such other rights and remedies as may be available to Avtec. Avtec shall not conduct an audit more than once per year.

6. Export. The Software and its constituent technology, or direct products thereof, may be subject to export control laws and regulations of the United States or other countries. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of the Software at Your own cost and expense.

7. Limited Warranty as to Products. Avtec warrants that, at the time of delivery, the Software shall not infringe the United States patent rights or copyrights of any other Person. This warranty shall not apply to any infringement resulting from either: (i) operation or use of the Software or Product with a third party product not provided by Avtec or approved in writing by Avtec; (ii) operation or use of the Software or Product other than in accordance with Avtec's written specifications therefor; (iii) alteration or modification of the Software or Product by You or anyone other than Avtec without Avtec's prior written authorization; or (iv) any infringement arising from a built to order product produced substantially in accordance with specifications provided by You, in

whole or in part, regardless of any prior notice or knowledge possessed by Avtec as to the existence or possibility of such infringement.

Avtec shall repair or replace, at its option, any Product that is Defective (as hereinafter defined), subject to the limitations herein described and provided that (i) a return merchandise authorization (“RMA”) has been issued by Avtec with respect to the Product prior to expiration of the applicable warranty period and (ii) the Product is returned to Avtec no later than 15 days after the expiration of the applicable warranty period in strict accordance with Avtec’s warranty return procedures then in effect. In the case of Hardware, the term “Defective” means defects in materials or workmanship when used normally in accordance with Avtec’s written specifications for such Hardware. In the case of Software, the term “Defective” means a failure to operate substantially in accordance with Avtec’s written specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec’s customary testing procedures; (b) the failure occurs when the Software is used in accordance with Avtec’s published usage guidelines for such Software; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption. The warranty period applicable to a Product installed by Avtec at Your site is one (1) year following the date on which installation commences. The warranty period applicable to a Product installed by You is one (1) year following the date on which the Product is shipped by Avtec to You. You agree that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of such return period. Avtec’s warranty return procedures are available online at www.avtecinc.com or by email request to rma@avtecinc.com or regular mail request to: Avtec, Inc., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. No returned Product will be accepted for replacement or repair without prior written authorization by Avtec. The Product must be returned in its original or equivalent packaging, and all shipping charges, risk of loss or damage during return shipment, and the cost of insurance, is Your sole responsibility. Avtec shall at its cost ship the repaired or replaced Product to You at an address in the United States (excluding Puerto Rico and U.S. possessions and territories). A replacement Product may be new or refurbished. A replacement Product may not be identical to the returned Product but will be comparable. This limited warranty does not apply if the Product (a) has been altered, except by Avtec or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions or specifications supplied by Avtec, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. **IMPORTANT: DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, AVTEC DOES NOT WARRANT THAT THE PRODUCT OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE PRODUCT IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.**

If Avtec determines that returned Product is not covered under this limited warranty, Avtec will notify You of service alternatives that are available on a fee basis, and return shipping and insurance charges shall be Your sole responsibility. Any Product repaired or replaced under this limited warranty will be covered by this limited warranty for the

remainder of the original warranty period applicable to the Product repaired or replaced.

8. Limited Warranty as to Services. For a period of 90 days following Avtec's performance of any Service for You, Avtec warrants that such Service shall have been performed using ordinary skill and care and substantially in accordance with (as reasonably determined by Avtec) the description, specifications, or completion criteria for such Service (if any) set forth in the applicable agreement for services. Any claim under this limited warranty shall be invalid unless such claim is made in writing, describes the basis for such claim in reasonable detail, and is sent to Avtec by any postal or courier service providing proof of delivery not later than 15 days after the expiration of the warranty period (time being of the essence) at the following address: Avtec, Inc., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. If Avtec determines the claim is valid it will, at its option, either provide corrective Service within a reasonable time at no additional charge, or refund the amount paid for the nonconforming Service. Where the nonconforming Service was part of a group of Services with a single charge, the refund due shall be the portion of such charge reasonably attributable to the nonconforming Service, such portion to be determined by Avtec in its sole and absolute discretion. Any corrective Service will be covered by this limited warranty for the remainder of the original warranty period applicable to the Service.

9. DISCLAIMER OF WARRANTY. Except as expressly provided in this document, or except to the extent a warranty of a manufacturer other than Avtec may apply, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AVTEC EXPRESSLY DISCLAIMS AS TO ALL PRODUCTS AND SERVICES ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, DATA INTEGRITY, ERROR-FREE OPERATION, ABSENCE OF ANOMALIES OR NONCONFORMITIES, OR UNINTERRUPTED SERVICE, SATISFACTORY QUALITY, NON-INTERFERENCE, OR ACCURACY OF INFORMATIONAL CONTENT. THIS DISCLAIMER OF WARRANTY MAY NOT BE SUPERSEDED BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT THAT ANY IMPLIED CONDITION, REPRESENTATION OR WARRANTY IS IMPOSED BY LAW DESPITE THIS DISCLAIMER, THE SAME SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD(S) SET FORTH HEREIN. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Your Other Rights. THE FOREGOING LIMITED WARRANTIES AS TO PRODUCTS AND SERVICES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION).

11. Limitation of Remedies. Notwithstanding any other provisions of any agreement between Avtec and You, Your exclusive remedy in respect of or related (directly or indirectly) in any way to any defective Product or Service (including without limitation the design, use, suitability, performance, features, characteristics or other

Melinda Bobbitt - RE: Contracts for Boone County for Avtec Consoles AND Update on NASPO

From: "Ziegler, Jeff" <JZiegler@avtecinc.com>
To: Melinda Bobbitt <mbobbitt@boonecountymmo.org>
Date: 3/14/2016 9:59 AM
Subject: RE: Contracts for Boone County for Avtec Consoles AND Update on NASPO
CC: Chad Martin <CMartin@boonecountymmo.org>
Attachments: 2016-3340A-1AAvtec_Commercial_Pricelist Boone Co MO NASPO All Less Backup FINAL2 withLIST PRICES.pdf

Melinda,

Per your request, attached is a copy of the quote with a column added to the right that has our list price shown.

Please note that the NASPO pricing schedule is based on our list price + a .25% adder for the NASPO fees. Then, we discount at 5.25% to get to the discounted price in the NASPO contract which is the price you are receiving. This calculation and the published NASPO prices are per NASPO guidelines, our accepted bid package to them, and the contract award from NASPO.

Also, good news on the NASPO PA. We received a package from the State late Friday and are completing it and signing off on it ASAP. I will likely be on its way back to them by the end of the day tomorrow. They will then review and execute on their end, and we should be good to go.

Best Regards,

Jeff Ziegler
Regional Sales Manager – Central USA & Western Canada



100 Innovation Place
Lexington, SC 29072

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Home Office:
16649 Mayfield Drive
Eden Prairie, MN 55347

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymmo.org]



**NASPO ValuePoint Quotation
Contract/Master Agreement #06913
Avtec Scout Dispatch System**

Avtec, Inc.
100 Innovation Place
Lexington, SC 29072
(800) 310-7045 V
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www.avtecinc.com

Name: Chad Martin
Company: Boone Co MO 911
Address: 17 N. 7th St
City, State, Zip: Columbia MO 65201
Phone: 573-489-4618
Email: cmartin@boonecountymmo.org
Project Name: Boone Co MO 911 Avtec Consoles

FULL SYSTEM LESS BACKUP CENTER POSITIONS

Quote Number: 2016-3340A-1
Quote Date: 2/15/2016
Quote Expiration: 6/14/2016
Prepared by: Jeff Ziegler
Approval Code: OS02102016
Mfg. Rep: Nevco/Skinner
Entity Type: E911

UNSPSC	Item	Qty	Model Number	NASPO Avtec Scout Dispatch System Equipment and Spare Parts Description	NASPO List Price (w/ State fee IF APP)	NASPO Extended Price	ITEM LIST PRICES QTY = 1
<u>Console (Operator) Position Hardware/Software</u>							
<u>Primary Console Positions</u>							
45111716	1	21	T1-SCOUT-PLUS	Tier 1 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface, Conventional DMR, Conventional P25, Conventional NXDN. Windows 7 PC, Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 10,920.25	\$ 229,325.25	\$ 11,495.00
43211500	2	21	ACC-CPU-WIN7X64-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 7 Professional 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed.	\$ 1,197.00	\$ 25,137.00	\$ 1,260.00
43211607	3	21	ACCPUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$ 741.00	\$ 15,581.00	\$ 780.00
43211903	4	21	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,325.25	\$ 27,830.25	\$ 1,395.00
45111702	5	42	ACCPUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 427.50	\$ 17,955.00	\$ 450.00
52161520	6	0	ACCPUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 565.25	\$ -	
39122222	7	21	ACCPUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 114.00	\$ 2,394.00	\$ 120.00
43230000	8	21	SFW-SCOUT-IRR	Software license for integrated, multi-channel IRR recorder for Scout Console Positions. One required per Tier 1 console, included with Tier 2 consoles.	\$ 1,420.25	\$ 29,825.25	\$ 1,495.00
<u>Training Console Positions</u>							
45111716	9	5	T1-SCOUT-PLUS	Tier 1 Scout Plus Hardware Audio Package Console. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface, Conventional DMR, Conventional P25, Conventional NXDN. Windows 7 PC, Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 10,920.25	\$ 54,601.25	\$ 11,495.00
43211500	10	5	ACC-CPU-WIN7X64-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 7 Professional 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed.	\$ 1,197.00	\$ 5,985.00	\$ 1,260.00
43211607	11	5	ACCPUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$ 741.00	\$ 3,705.00	\$ 780.00
43211903	12	5	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,325.25	\$ 6,626.25	\$ 1,395.00
45111702	13	10	ACCPUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 427.50	\$ 4,275.00	\$ 450.00
52161520	14	0	ACCPUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 565.25	\$ -	
39122222	15	5	ACCPUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 114.00	\$ 570.00	\$ 120.00
43230000	16	5	SFW-SCOUT-IRR	Software license for integrated, multi-channel IRR recorder for Scout Console Positions. One required per Tier 1 console, included with Tier 2 consoles.	\$ 1,420.25	\$ 7,101.25	\$ 1,495.00
<u>Backup Center Console Positions</u>							
Removed to Separate Quote							
<u>EQC Console Positions (See Note 5)</u>							
43230000	25	8	RANGER-SMW4	Tier 1 Scout Console Package with 12 channel software media workstation. Includes Scout Standard Runtime, DMS seat licenses, P25 Conventional, NXDN Conventional and DMR Conventional. Windows 7 PC, Monitor, and other USB accessories not included. NENA Headset interface is NOT available in this package.	\$ 1,895.25	\$ 15,162.00	\$ 1,995.00
					Console Equipment Subtotal	\$ 446,053.50	



**NASPO ValuePoint Quotation
Contract/Master Agreement #06913
Avttec Scout Dispatch System**

Avttec, Inc.
100 Innovation Place
Lexington, SC 29072
(800) 310-7045 V
(803) 358-3636 F
www.avtecinc.com

UNSPSC	Item	Qty	Model Number	NASPO Avtec Scout Dispatch System Equipment and Spare Parts Description	NASPO List Price (w/ State fee if APP)	NASPO Extended Price	ITEM LIST PRICES QTY = 1
<u>Gateways and Endpoint Hardware/Software</u>							
<u>VPGate Hardware and Software</u>							
43230000	27	1	SFW-VPG-L2	Redundant VPGate Software License for a maximum of 80 endpoints; up to 40 may be "B" Licenses.	\$32,295.25	\$32,295.25	\$33,995.00
43211500	28	3	ACC-CPU-RM-WIN7X64	Industrial 1U Computer with Windows including Solid State hard drive and Windows7 Professional 64 bit OS. Rack mount for Cabinets. Requires DISP-XXXX for monitor, keyboard, etc. Used in a Scout System when a Standard Rack mount computer is needed.	\$4,583.75	\$13,751.25	\$4,825.00
24102001	29	1	DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	\$2,816.75	\$2,816.75	\$2,965.00
<u>CADs and Location Integration</u>							
43230000	30	1	SDK-API-CAD	Scout software developer kit for CAD system integration. Includes CAD API documentation, reference guide design documents, source code examples, CAD simulator, WireShark dissector plugin, and two hours of developer to developer support. Requires NDA.	\$9,495.25	\$9,495.25	\$99,995.00
43230000	31	1	SDK-API-CAD	Scout software developer kit for CAD system integration. Includes CAD API documentation, reference guide design documents, source code examples, CAD simulator, WireShark dissector plugin, and two hours of developer to developer support. Requires NDA.	\$9,495.25	\$9,495.25	\$9,995.00
43230000	31a	1	SDK-API-CAD	Scout software developer kit for CAD system integration. Includes CAD API documentation, reference guide design documents, source code examples, CAD simulator, WireShark dissector plugin, and two hours of developer to developer support. Requires NDA.	\$9,495.25	\$9,495.25	\$9,995.00
43230000	32	34	SFW-SCOUT-API	Software seat license for API interface for Scout Console Positions. One required per console.	\$945.25	\$43,481.50	\$995.00
<u>Outposts for Conventional Radio Resources</u>							
45111714	32	24	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$2,085.25	\$50,046.00	\$2,195.00
43230000	33	48	SFW-MDC-1	License to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.	\$470.25	\$22,572.00	\$495.00
26121609	34	48	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 24W tone keying and E&M applications.	\$47.50	\$2,280.00	\$50.00
<u>Outposts for MOSWIN Control Stations</u>							
45111714	35	1	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$2,085.25	\$2,085.25	\$2,195.00
26121609	36	2	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 24W tone keying and E&M applications.	\$47.50	\$95.00	\$50.00
<u>Aux Input/Output Panels</u>							
39122307	37	1	PKG-IO-VPGATE	Input-Output Package for Scout and DSPatchNET, includes one each 24-input, one each 24-output rack mount panel and power supply. 25 pr cabling is optionally purchased, PKG-INST-AUX-XX.	\$3,799.05	\$3,799.05	\$3,995.00
39122307	38	3	PKG-RELAY-EXP	Adds 24 additional relay outputs to PKG-IO-X. Up to 3 supported. As quoted there are a total of 96 Relays.	\$1,695.25	\$5,685.75	\$1,995.00
<u>Network Switches</u>							
43222612	39	5	ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports	\$2,275.25	\$15,926.75	\$2,395.00
Gateway and Endpoint Equipment Subtotal					\$	223,320.30	
<u>Racking Equipment</u>							
24102001	41	1	ACC-MTG-2U-RR	Kit to rack mount two (2) each ACC-CPU-RM-2008, WIN7 or -XP in 19" Relay Rack. 2U high.	\$356.25	\$356.25	\$375.00
24102001	42	7	OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	\$570.00	\$3,990.00	\$600.00
43222806	43	4	PKG-INST-AUX-25	Type 68 Cabling/Punch block kit to install one auxiliary I/O package, 25' cables	\$730.55	\$2,922.20	\$769.00
Racking Equipment Subtotal					\$	7,268.45	

**NASPO ValuePoint Quotation
Contract/Master Agreement #06913
Avtec Scout Dispatch System**

UNSPSC	Item	Qty	Model Number	NASPO Avtec Scout Dispatch System Equipment and Spare Parts Description	NASPO List Price (w/ State fee IF APP)	NASPO Extended Price	ITEM LIST PRICES QTY = 1
<u>Optional Equipment</u>							
None							
Optional Equipment Subtotal						\$	-
<u>Recommended Spare Equipment</u>							
45111716	45	1	ACCPLUS-HMW	Scout Hardware Media Workstation Plus For replacement or spare console. This model does not include console licensing.	\$6,645.25	\$6,645.25	\$6,995.00
43211500	46	1	ACC-CPU-WIN7X64-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 7 Professional 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed.	\$1,197.00	\$1,197.00	\$1,260.00
43211903	47	1	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$1,325.25	\$1,325.25	\$1,395.00
43211607	48	1	ACCPLUS-SPK-DUAL	Dual Speaker Kit, Scout Media Workstation Plus	\$741.00	\$741.00	\$780.00
45111702	49	2	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$470.25	\$470.25	\$495.00
45111714	50	1	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$2,085.25	\$2,085.25	\$2,195.00
43222612	51	1	ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports	\$2,275.25	\$2,275.25	\$2,395.00
Recommended Spare Equipment Subtotal						\$	14,739.25
Equipment Total (without services/expenses)						\$	691,381.50
<u>Shipping, Handling, and Insurance</u>							
51				Shipping, Handling, Insurance - FOB Destination		No Charge	
<u>Professional Services and Expenses</u>							
52	168			Equipment configuration and system design (Hourly)	\$ 178.13	\$ 29,925.84	\$ 187.50
53	200			Equipment installation (Hourly)	\$ 142.50	\$ 28,500.00	\$ 150.00
54	80			Training (Hourly)	\$ 142.50	\$ 11,400.00	\$ 150.00
55	0			Technical support services (Hourly)	\$ 237.50	\$ -	
56	0			Equipment repair (Hourly)	\$ 92.65	\$ -	
57	6			Airfare (Round Trip)	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00
58	33			Car Rental & Per diem (Daily)	\$ 350.00	\$ 11,550.00	\$ 350.00
Professional Services and Expenses Subtotal						\$	90,375.84
Grand Total before Trade-In						\$	781,757.34
Trade-in of Existing System						\$	(39,087.87)
Grand Total after Trade-In						\$	742,669.47



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UNSPSC	Item	Qty	Model Number	NASPO Avtec Scout Dispatch System Equipment and Spare Parts Description	NASPO List Price (w/ State fee IF APP)	NASPO Extended Price	ITEM LIST PRICES QTY = 1
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Notes and Assumptions

- 1 Item 28 Qty = 3 VPGate Computers Allocation as Follows: Primary VPGate, Redundant VPGate, Dedicated Scout Central Distributor (Configuration and Management System; required when system scales over 20 positions.)
- 2 This system has been configured for IP recording via VPGate. In the event Analog recording is utilized, additional Outposts will be required. Avtec VPGate works with VoIP logging recorders from Eventide Inc., EXACOM, Inc., HigherGround, Inc., Voice Print International, Inc. (VPI), Verint, and NICE/Cybertech.
- 3 Your DSS Equature Logging Recorder must be properly provisioned for VoIP recording. In addition, to ensure proper integration, Avtec offers our "works-with-Scout" program. 3rd party vendors are invited to come in to Avtec's test environment in South Carolina and test their system(s) with assistance from our team. DSS should be advised of this recommended opportunity.
- 4 Interface to two (2) CADs and Location were discussed on a conference call 2/16/2016. 3rd Party APIs/SDKs are included in this quote for development by the 3rd Party vendor(s). In addition, each full console position includes an API seat license.
- 5 PCs and accessories for the eight (8) console positions at the EOC are to be provided by Boone County. Avtec will supply a requirements document for these machines.
- 6 Boone County will provide a time source feed for External Time Synchronization.
- 7 A NENA headset interface is included in all Hardware Media Workstation console positions at the primary, backup and training sites. NENA headset interface is not available for the Ranger positions at the EOC.
- 8 Recommended on-hand spare equipment is quoted and included in the total cost.
- 9 Avtec expects that Boone Co. will procure, configure, install, terminate and test all Network cable and infrastructure (Switches, Routers, etc.) to support the Scout installation unless stated in the Scope of Work.
- 10 The warranty period is for one (1) year and begins at System Acceptance.
- 11 Avtec ScoutCare is our Software and (optional) Hardware Maintenance Program. ScoutCare is quoted separately for years 2-5.
- 12 We have determined that the trade in credit discussed can be offered within the scope of the NASPO purchase. It is predicated on the willingness of the County to work with Avtec to issue a joint press release, assist us in producing a case study, and potentially a video about this project. This project has several aspects that we are interested in spotlighting, including the scope of the project, the deployment into a newly constructed Communications Center, and the use of the NASPO contract for procurement.
- 13 The proposed configuration is based on Avtec's understanding of the requirements provided. Boone co. is responsible for determining end user functionality and exact configuration requirements.
- 14 Execution of a defined Statement of Work (SOW), must be completed prior to order acceptance.
- 15 Boone County has indicated that they wish to combine attendance at Avtec Scout Training with a visit to our factory staging facility to review the County's system at the time it is being staged. This will require advance coordination based on availability of training class seats.
- 16 Change orders will be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- 17 All quotations are subject to awarded NASPO ValuePoint terms and conditions which supercede any conflicting terms listed here. Prices are exclusive of sales/use taxes.



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UNSPSC	Item	Qty	Model Number	NASPO Avtec Scout Dispatch System Equipment and Spare Parts Description	NASPO List Price (w/ State fee IF APP)	NASPO Extended Price	ITEM LIST PRICES QTY = 1
Optional Disaster Recovery Design							
Redundancy and disaster recovery can be enhanced with the relocation and/or duplication of system elements. Dispatch console positions will be accounted for by provisioning the Backup Center. To go to the next level, a general disaster recovery option for the Avtec Scout "backroom" systems would be as follows:							
1				Relocate the 2nd Instance of VPGate to the Backup Center			
2				Purchase the following additional items, and locate them at the Backup Center			
2a	1		DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	\$2,816.75	\$2,816.75	\$2,965.00
2b	24		OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$2,085.25	\$50,046.00	\$2,195.00
2c	48		SFW-MDC-1	License to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.	\$470.25	\$22,572.00	\$495.00
2d	48		OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	\$47.50	\$2,280.00	\$50.00
2e	1		OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$2,085.25	\$2,085.25	\$2,195.00
2f	2		OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	\$47.50	\$95.00	\$50.00
2g	7		OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	\$570.00	\$3,990.00	\$600.00
2h	1		ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports	\$2,275.25	\$2,275.25	\$2,395.00
2i	1			Additional Avtec Services Estimate including Staging Equipment and On Site Installation (Separate Trip)		\$14,700.00	
3				Boone County to design and supply multi-path network routing system to accommodate redundant and disaster recovery needs.			
4				Outposts configured in a failover mode to the Outposts at the primary site			
Disaster Recover Subtotal - Avtec						\$100,860.25	

UNSPSC	Item	Qty	Model Number	NASPO Avtec Scout Dispatch System Equipment and Spare Parts Description	NASPO List Price (w/ State fee IF APP)	NASPO Extended Price	ITEM LIST PRICES QTY = 1
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ScoutCare Maintenance and Technical Support

Not Part of the NASPO Contract or NASPO Quote Provided to Boone County

ScoutCare Calculations are formula based on the quote/proposal above, exclusive of any below-total options. Any changes to this quote will result in changes to the ScoutCare pricing.

Item	Qty	Model Number	Description	Price Each Year	Extended Price
1	1	SCOUTCARE-T1	Year 1 Annual Software Maintenance and Technical support.	\$ -	\$ -
2	1	SCOUTCARE-HARDWARE	Year 1 Annual Hardware Maintenance	\$ -	\$ -
TOTAL SCOUTCARE YEAR 1 (WARRANTY)					\$ -

Item	Qty	Model Number	Description	Price Each Year	Extended Price
3	4	SCOUTCARE-T1	Years 2-5 Annual Software Maintenance and Technical support.	\$ 61,540.50	\$ 246,162.00
4	4	SCOUTCARE-HARDWARE	Years 2-5 Annual Hardware Maintenance and Technical support.	\$ 15,180.25	\$ 60,721.00
SUBTOTAL SCOUTCARE YEARS 2-5					\$ 306,883.00
MULTI YEAR CONTRACT DISCOUNT 5%					\$ (15,344.15)
TOTAL SCOUTCARE YEARS 2-5					\$ 291,538.85

ScoutCare Notes and Assumptions

- 1 ScoutCare Software and Hardware Maintenance and Technical Support is included at no charge for Year 1 following System Acceptance, as shown on Items 1 and 2 above.
- 2 ScoutCare for Years 2-5 is quoted above on Items 3 and 4, showing annual and multi-year contract pricing. Multi-year contracts will be billed annually.
- 3 ScoutCare is not part of the NASPO Contract and is a separate contract/transaction between Avtec and the County
- 4 Additional Information on ScoutCare has been provided separately.
- 5 The purchase of ScoutCare at the time of the initial system purchase (starting at Year 2) will provide for the requested five (5) no-cost seats in Avtec's Scout System Administration and Configuration and Maintenance Training Class held at Avtec Corporate HQ in Lexington SC. Additional training class seat "credits" will be accumulated with the ongoing purchase of ScoutCare, to account for training of new County staff or refresher training desired during the life of the system. Attendees are responsible for travel and living expenses to attend training.

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

Category: Dispatch Console — Includes: single and multi-station tone remote controls/consoles, tone remote radio interfaces, radio-over-IP (RoIP) devices, Project-25 Digital Fix Station Interface (DFSI) remote controls/consoles, and DFSI interface devices.

The following specifications and equipment configuration describes requirements for a target product dispatch console system. It is the Bidder’s responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: Avtec, Inc.

Product Model Name/Number: Scout™ IP Radio Dispatch Console System

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

Example System = Software based Dispatch Console System: a multiple operator, multiple site, multiple radio control system that does not require an external interface sub-system; console positions are connected on an IP network to communicate with other console positions and communicate with digital radios and, via IP-to-radio gateways, to communicate with analog radios.

For bidding purposes, (1) Bidders are to assume that the customer will supply the PC workstation computer with single flat-panel monitor, mouse, and keyboard. (2) Bidders shall assume all locations are equipped with level-3 multicast routers and linked by ethernet @ 10 Mbs

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	<u>Six (6) Radio Operator Workstations, each workstation with the following features:</u>	Compliant Six (6) Radio Operator Workstations have been included in this proposal.
1.1.	Dispatch console system software, which features the following:	Compliant The Scout system offered is a 100% software-based, true IP console system. Using only Windows PC’s and standard Ethernet, a system can be built controlling P25 DFSI radios. If analog radios are to be interfaced, then a dedicated radio gateway is required to convert to IP. The Scout software console application uses the PC CPU for audio management and processing. Scout software console utilizes USB peripherals and is limited to two (2) speakers (Select/UnSelect), one desk mic, one headset, and one footswitch.

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

1.1.1.	Runs on current generation personal computer and current generation Windows operating system	Compliant Scout is certified on the standard Windows 7 operating system.
1.1.2.	Support for multiple monitors	Compliant The Scout screen can be displayed on one monitor with any pop up elements displayed on a second screen.
1.1.3.	Software programmable Graphical User Interface (GUI) for all control functions	Compliant Scout offers the most configurable and customizable Graphical User Interface on the market. Unlike other console solutions that utilize a pre-defined matrix environment, Scout allows complete flexibility in the design, orientation, display and navigation of the Scout dispatch experience. With over 400 Scout systems in operation to date, no two customer screen designs are alike. Scout does not limit the number of screens that can be created or implemented. Deployment of screens is as simple as saving and pushing the new screen modifications out over the network to the console positions, regardless of location and without operator interruption.
1.1.4.	Support for Project-25 Digital Fixed Station Interface (DFSI) to connect digital base radios to IP network	Compliant Scout's P25 DFSI protocol implementation has been successfully integrated and deployed with P25 radio technology providers including: <ul style="list-style-type: none"> • Tait • Codan/Daniels

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

1.1.5.	16-key keypad for DTMF and other functions	<p>Compliant</p> <p>Avtec Scout supports an external 16-key keypad for DTMF as well as the functions listed in the following table.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cccccc;"> <th colspan="2">Non-Programmable Keypad</th> <th>Programmable Keypad</th> <th>Regular PC Keypad</th> <th></th> </tr> <tr style="background-color: #cccccc;"> <th>NUM Lock On</th> <th>NUM Lock Off</th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0-9</td> <td></td> <td>0-9</td> <td>0-9</td> <td>Enters numbers into the Contact Dialer</td> </tr> <tr> <td>Enter</td> <td>Enter</td> <td>Enter</td> <td>Enter</td> <td>Dials the number displayed in the Contact Dialer</td> </tr> <tr> <td></td> <td>Del</td> <td></td> <td></td> <td>Clears the number displayed in the Contact Dialer</td> </tr> <tr> <td>.(period)</td> <td></td> <td>.(period)</td> <td>.(period)</td> <td>Performs the Flash operation</td> </tr> <tr> <td>-</td> <td>+</td> <td>+</td> <td>+</td> <td>Hangs up/releases the current call</td> </tr> <tr> <td>-</td> <td>-</td> <td>-(or backspace)</td> <td>-(or backspace)</td> <td>Backspaces through the numbers displayed in the Contact Dialer</td> </tr> <tr> <td>/</td> <td>/</td> <td>/</td> <td>/</td> <td>Enters # into the Contact Dialer</td> </tr> <tr> <td>*</td> <td>*</td> <td>*</td> <td>*</td> <td>Enters * into the Contact Dialer</td> </tr> <tr> <td></td> <td>Ins</td> <td>Ins/Insert</td> <td>Insert</td> <td>Recalls the last dialed number</td> </tr> <tr> <td></td> <td>Home</td> <td>Home</td> <td>Home</td> <td>Invokes the dial tone</td> </tr> <tr> <td></td> <td>End</td> <td>End</td> <td>End</td> <td>Places the current call on Hold</td> </tr> <tr> <td></td> <td>PgUp</td> <td>PgUp</td> <td>PgUp</td> <td>Redials the last number called</td> </tr> <tr> <td></td> <td>PgDw</td> <td>PgDw</td> <td>PgDw</td> <td>Goes to the next call</td> </tr> </tbody> </table>	Non-Programmable Keypad		Programmable Keypad	Regular PC Keypad		NUM Lock On	NUM Lock Off				0-9		0-9	0-9	Enters numbers into the Contact Dialer	Enter	Enter	Enter	Enter	Dials the number displayed in the Contact Dialer		Del			Clears the number displayed in the Contact Dialer	.(period)		.(period)	.(period)	Performs the Flash operation	-	+	+	+	Hangs up/releases the current call	-	-	-(or backspace)	-(or backspace)	Backspaces through the numbers displayed in the Contact Dialer	/	/	/	/	Enters # into the Contact Dialer	*	*	*	*	Enters * into the Contact Dialer		Ins	Ins/Insert	Insert	Recalls the last dialed number		Home	Home	Home	Invokes the dial tone		End	End	End	Places the current call on Hold		PgUp	PgUp	PgUp	Redials the last number called		PgDw	PgDw	PgDw	Goes to the next call
Non-Programmable Keypad		Programmable Keypad	Regular PC Keypad																																																																										
NUM Lock On	NUM Lock Off																																																																												
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	PgDw	PgDw	PgDw	Goes to the next call																																																																									
1.1.6.	Per-line call history	<p>Compliant</p> <p>Scout's displayed Call History presents the respective console's received VOX activity to the dispatcher on a per line/per call basis. Scout's Activity History supports scroll capability displaying call time, call duration, talkgroup/channel ID, Radio or Caller ID and Emergency indicated in clear text and use of visual icons.</p>																																																																											
1.1.7.	Instant Recall Recorder of last 10 minutes of select and un-select audio received	<p>Compliant</p> <p>Avtec offers an optional integrated Instant Recall Recorder with tight integration into the Scout user interface. Audio VOX (voice activity) on any inbound circuit in select or monitor is captured as an entry in the Activity History display. The entry includes the circuit name and other relevant information. The dispatcher can select from the list and play back audio using a variety of controls, including rewind, fast forward, skip ahead/back, jump to beginning/end, play/pause, save/store, erase, clear etc. It can be configured to store up to 24 hours of audio.</p>																																																																											

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

1.1.8.	Intercom between dispatch console positions	Compliant Scout supports console to console intercom via the shared network and does not utilize radio resources. Scout supports individual, group and all-call intercom capability.
1.1.9.	Alert tones, multiple programmable	Compliant Alert tones for conventional channels utilize standard .wav file format and can be a customized analog audio file. Avtec provides eight (8) standard .wav Alert tones as part of the core product. For P25 tones, Scout supports use of digital files for Alert Tones and Channel Marker tone generation. Because the AMBE+2 vocoder does not gracefully pass analog tones (filters analog tones) Scout utilizes a digital message inclusive of the tone parameters that is sent to the field radios. The audible tone is generated by the local field unit vocoder thus bypassing the filtering algorithm.
1.1.10.	ANI display and signaling function interface	Compliant A “CALL” status will flash indicating the receipt of a received audio signal, the status background color will change to yellow to indicate that receive audio is present and the ID of the unit calling will be presented. In addition, the Scout Activity history is displayed on screen and provides Endpoint/ANI/Caller ID, Start Time and Duration, Talkgroup/Frequency, Status and Emergency conditions.
1.1.11.	Support for parallel console indication of channel and function changes per site or talk group	Compliant Cross-indications of PTT, VOX, Busy, channel changes and other features are fully supported between different console positions.
1.1.12.	Support for Project-25 Digital Fixed Station Interface (DFSIs) to control digital base radios to IP network	Compliant Scout’s P25 DFSI protocol implementation has been successfully integrated and deployed with P25 radio technology providers including: • Tait • Codan/Daniels
1.2.	Audio & Accessory interface, to support the following bidder supplied devices:	Compliant The Scout Audio and Accessory interface supports the required devices in Numbers 1.3 through 1.6.

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

1.3.	Two (2) - Speakers (Select and Un-select Audio)	Compliant Two (2) USB speakers per console position are included in this proposal.
1.4.	One (1) - Desk-microphone with push to talk	Compliant One (1) USB desk mic per console position has been included in this proposal.
1.5.	One (1) - Headset connection box (to mounted under the desk)	Compliant One (1) USB PTT Quick Disconnect Headset Adaptor per console has been included in this proposal.
1.6.	One (1) - Foot switch for PTT	Compliant One (1) USB footswitch per console has been included in this proposal.
2.	IP Interface to twenty-four (24) radios, configured as listed below:	Compliant A VPGate Software License (number 1.1.4) for a maximum of 24 endpoints has been included in this proposal.
2.1.	Radio Site #1 — site equipped with AC power and with -48 DC & +12 DC power systems; 8 radios	Compliant One (1) 3U Rack mount shelf, which holds up to four (4) Outposts and includes a 3U Rack mount power supply, has been included in this proposal.
2.1.1.	Interface to two (2) Motorola Quantar, configured as analog simplex base	Compliant A total of nine (9) Outpost Radio over IP (RoIP) gateways have been included in this proposal as IP interfaces for the non-P25 radios in the Example System. Each Outpost includes two (2) serial ports that accept analog audio and convert it to digital data for the console. In addition, one (1) MDC1200 license has been added for each radio to provide the ANI display and signaling function interface required in Number 1.1.10.
2.1.2.	Interface to two (2) Motorola Quantar, configured as analog repeaters	Compliant A total of nine (9) Outpost Radio over IP (RoIP) gateways have been included in this proposal as IP interfaces for the non-P25 radios in the Example System. Each Outpost includes two (2) serial ports that accept analog audio and convert it to digital data for the console. In addition, one (1) MDC1200 license has been added for each radio to provide the ANI display and signaling function interface required in Number 1.1.10.

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

2.1.3.	Interface to two (2) ComNet Ericson Mastr-III, configured as analog simplex base	Compliant A total of nine (9) Outpost Radio over IP (RoIP) gateways have been included in this proposal as IP interfaces for the non-P25 radios in the Example System. Each Outpost includes two (2) serial ports that accept analog audio and convert it to digital data for the console. In addition, one (1) MDC1200 license has been added for each radio to provide the ANI display and signaling function interface required in Number 1.1.10.
2.1.4.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 repeater	Compliant One (1) direct wireline DFSI interface has been included in this proposal.
2.1.5.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 simplex base	Compliant One (1) direct wireline DFSI interface has been included in this proposal.
2.2.	Radio Site #2 — site equipped with AC power and - with 48 DC & +12 DC power systems; 8 radios	Compliant One (1) 3U Rack mount shelf, which holds up to four (4) Outposts and includes a 3U Rack mount power supply, has been included in this proposal.
2.2.1.	Interface to two (2) Tait TB-8100, configured as analog simplex base	Compliant A total of nine (9) Outpost Radio over IP (RoIP) gateways have been included in this proposal as IP interfaces for the non-P25 radios in the Example System. Each Outpost includes two (2) serial ports that accept analog audio and convert it to digital data for the console. In addition, one (1) MDC1200 license has been added for each radio to provide the ANI display and signaling function interface required in Number 1.1.10.
2.2.2.	Interface to two (2) Tait TB-8100, configured as analog repeaters	Compliant A total of nine (9) Outpost Radio over IP (RoIP) gateways have been included in this proposal as IP interfaces for the non-P25 radios in the Example System. Each Outpost includes two (2) serial ports that accept analog audio and convert it to digital data for the console. In addition, one (1) MDC1200 license has been added for each radio to provide the ANI display and signaling function interface required in Number 1.1.10.

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

2.2.3.	Interface to two (2) Com-Net Ericson, configured as analog simplex base	Compliant A total of nine (9) Outpost Radio over IP (RoIP) gateways have been included in this proposal as IP interfaces for the non-P25 radios in the Example System. Each Outpost includes two (2) serial ports that accept analog audio and convert it to digital data for the console. In addition, one (1) MDC1200 license has been added for each radio to provide the ANI display and signaling function interface required in Number 1.1.10.
2.2.4.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 repeater	Compliant One (1) direct wireline DFSI interface has been included in this proposal.
2.2.5.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 simplex base	Compliant One (1) direct wireline DFSI interface has been included in this proposal.
2.3.	Radio Site #3 — site equipped with solar power +12 DC power system; 8 radios	Compliant One (1) 3U Rack mount shelf, which holds up to four (4) Outposts and includes a 3U Rack mount power supply, has been included in this proposal.
2.3.1.	Interface to four (4) Daniels MT-4e, configured as analog simplex base	Compliant A total of nine (9) Outpost Radio over IP (RoIP) gateways have been included in this proposal as IP interfaces for the non-P25 radios in the Example System. Each Outpost includes two (2) serial ports that accept analog audio and convert it to digital data for the console. In addition, one (1) MDC1200 license has been added for each radio to provide the ANI display and signaling function interface required in Number 1.1.10.
2.3.2.	Interface to two (2) Daniels MT-4e, configured as analog repeaters	Compliant A total of nine (9) Outpost Radio over IP (RoIP) gateways have been included in this proposal as IP interfaces for the non-P25 radios in the Example System. Each Outpost includes two (2) serial ports that accept analog audio and convert it to digital data for the console. In addition, one (1) MDC1200 license has been added for each radio to provide the ANI display and signaling function interface required in Number 1.1.10.

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

2.3.3.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 repeater	Compliant One (1) direct wireline DFSI interface has been included in this proposal.
2.3.4.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 simplex base	Compliant One (1) direct wireline DFSI interface has been included in this proposal.
3.	One (1) set configuration software/tools for use by supporting technician.	Compliant As Scout is based on a completely distributed, modular architecture, all components are accessible and configurable via a web-based browser application called Scout Project Manager (PM). Unlike other solutions that require dedicated software and configuration tools Scout's administrative tool, Project Manager, is accessible from any PC located on the shared network. PM allows system administrators to remotely administer system components without the console hardware. The only requirement is a connection to the network in order to access the intended components.
4.	One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by supporting technician.	Compliant Avtec provides system documentation, operations and service manuals in printed or electronic copy.

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

5.	<p>Warranty – Five (5) Years (specify standard warranty and the extended warranty to provide 5 year total warranty coverage that includes all firmware and software updates.)</p>	<p>Compliant</p> <p>ScoutCare is Avtec's service program for Scout systems after system acceptance. ScoutCare is offered as a package of software maintenance and support services, with an option for hardware maintenance. During the warranty period, ScoutCare software and hardware maintenance is provided under the original contract. After warranty, ScoutCare software and hardware maintenance may be renewed annually.</p> <p>Software Maintenance - A primary benefit of ScoutCare is its provision for software maintenance. Major software releases with new capabilities are released several times a year with minor releases (patches) issued as needed, addressing specific features. Software Maintenance also supports compatibility with newer versions of Operating systems, hardware, and third-party telephony/radio systems. Avtec console systems under ScoutCare are eligible to receive upgrades to their existing software licenses as well as patches at no additional charge. Both application software and any required firmware updates for Avtec products are included.</p> <p>Remote Support - Avtec maintains a team of Support Engineers for telephone and remote support of Avtec systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 356 for emergency support.</p> <p>Web Based Case Management - ScoutCare customers are provided a user name and password to a personalized web-based customer portal which provides access to product documentation and incident status.</p> <p>Refresher Technical Training Class - ScoutCare provides training at Avtec's South Carolina headquarters for Technical Staff. This training is aimed at the System Administrator level and is based on the latest version of software. Additional personnel may attend at Avtec's normal rates. (Travel and daily expenses are not included.)</p> <p>ScoutCare Hardware Maintenance - Avtec offers a Hardware Maintenance to maintain coverage on hardware products and accessories. Avtec, at its option, attempts to repair a defective product or component, or replace the item with a like or similar component at no cost to the customer beyond shipping to Avtec's headquarters. Only defects occurring under normal use and service are covered. Replacement components may be new or reconditioned.</p>
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APPENDIX H PRICE WORKSHEET

CATEGORY: DISPATCH CONSOLES

Category: Dispatch Console — Includes: single and multi-station tone remote controls/consoles, tone remote radio interfaces, radio-over-IP (RoIP) devices, Project-25 Digital Fix Station Interface (DFSI) remote controls/consoles, and DFSI interface devices.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, and a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all associated parts, features, and accessories (whether listed or not). List by line item part number: the manufacturer’s list price and the net price after discount (rounded to the whole cent). (If there is no specific part number then Bidder should state “No available part number” or “Included in Line Number X.X” or some similar wording to explain the situation.) The total of line item prices for the entire product as configured below shall be used for evaluation purposes.

Enclose a copy of the manufacturer’s reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.2 Contract Pricing of the Model Contract)

Manufacturer: **Avtec, Inc.**

Product Model Name/Number: **Scout™ IP Radio Dispatch Console System**

Manufacturer’s Reference Price List: **Latest Price List included with this submittal.**

Price Percentage Discount Offered: **5.25 %**

NOTE: NET PRICE AFTER DISCOUNT HAS BEEN CALCULATED AS FOLLOWS: (LIST PRICE -5.25%) + .25% FEE

Example System = Software Based Dispatch Console System: a multiple operator, multiple site, multiple radio control system that does not require an external interface sub-system; console positions are connected on an IP network to communicate with other console positions and communicate with digital radios and, via IP-to-radio gateways, to communicate with analog radios.

For bidding purposes, (1) Bidders are to assume that the customer will supply the PC workstation computer with single flat-panel monitor, mouse, and keyboard. (2) Bidders shall assume all locations are equipped with level-3 multicast routers and linked by ethernet @ 10 Mbs

NOTE: Where a quantity greater than one (1) of a listed Part Number is required to configure the Example System, Bidder shall list the Unit Price and Quantity in the Part Number column and list the sub-total in the List Price and Net Price After Discount column. Where multiple part numbers are required to fulfill the requirement of a given item number, Bidder shall add additional lines in the Part Number and Price cells as needed.

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.	<u>Six (6) Radio Operator Workstations, each workstation with the following features:</u>	T1-SCOUT-SMW12 (Unit List Price=\$9,495, Unit Discount Price=\$9,020.25, Qty=6)	\$56,970.00	\$54,121.50

APPENDIX H PRICE WORKSHEET

CATEGORY: DISPATCH CONSOLES

1.1.	Dispatch console system software, which features the following:	Included in Line Number 1.1		
1.1.1.	Runs on current generation personal computer and current generation Windows operating system	Included in Line Number 1.1		
1.1.2.	Support for multiple monitors	Included in Line Number 1.1		
1.1.3.	Software programmable Graphical User Interface (GUI) for all control functions	Included in Line Number 1.1		
1.1.4.	Support for Project-25 Digital Fixed Station Interface (DFSI) to connect digital base radios to IP network	SFW-VPG-L0-NR	\$4,995.00	\$4,745.25
		SFW-VPG-DFSI-6-NR	\$9,375.00	\$8,906.25
1.1.5.	16-key keypad for DTMF and other functions	ACC-USB-KPD-4X6 (Unit List Price=\$249.95, Unit Discount Price=\$237.45, Qty=6)	\$1,499.70	\$1,424.72
1.1.6.	Per-line call history	Included in Line Number 1.1		
1.1.7.	Instant Recall Recorder of last 10 minutes of select and un-select audio received	SFW-SCOUT-IRR (Unit List Price=\$1,499, Unit Discount Price=\$1,424.05, Qty=6)	\$8,994.00	\$8,544.30
1.1.8.	Intercom between dispatch console positions	Included in Line Number 1.1		
1.1.9.	Alert tones, multiple programmable	Included in Line Number 1.1		
1.1.10.	ANI display and signaling function interface	Included in Line Numbers 2.1.1, 2.1.2, 2.1.3, 2.2.1, 2.2.2, 2.2.3, 2.3.1, 2.3.2		
1.1.11.	Support for parallel console indication of channel and function changes per site or talk group	Included in Line Number 1.1		
1.1.12.	Support for Project-25 Digital Fixed Station Interface (DFSI) to control digital base radios to IP network	Included in Line Number 1.1.4.		
1.2.	Audio & Accessory interface, to support the following bidder supplied devices:	Included in Line Number 1.1		

**Clarification - RFP 06913, Public Safety Communication Equipment
Part II Model Contract**

APPENDIX H PRICE WORKSHEET

CATEGORY: DISPATCH CONSOLES

1.3.	Two (2) - Speakers (Select and Un-select Audio)	ACCUSB-SPK-DUAL (Unit List Price=\$130, Unit Discount Price=\$123.50, Qty=6)	\$780.00	\$741.00
1.4.	One (1) - Desk-microphone with push to talk	ACCUSB-MIC-DESK (Unit List Price=\$340, Unit Discount Price=\$323, Qty=6)	\$2,040.00	\$1,938.00
1.5.	One (1) - Headset connection box (to mounted under the desk)	ACCUSB-HED-ADAPTER (Unit List Price=\$200, Unit Discount Price=\$190, Qty=6)	\$1,200.00	\$1,140.00
1.6.	One (1) - Foot switch for PTT	ACCUSB-FSW-SING (Unit List Price=\$290, Unit Discount Price=\$275.50, Qty=6)	\$1,740.00	\$1,653.00
2.	IP Interface to twenty-four (24) radios, configured as listed below:	Included in Line Number 1.1.4		
2.1.	Radio Site #1 — site equipped with AC power and with -48 DC & +12 DC power systems; 8 radios	OUTPOST-RACKMT-PKG	\$600.00	\$570.00
2.1.1.	Interface to two (2) Motorola Quantar, configured as analog simplex base	OUTPOST-2R	\$2,195.00	\$2,085.25
		SFW-MDC-1 (Unit List Price=\$495, Unit Discount Price=\$470.25, Qty=2)	\$990.00	\$940.50
		OUTPOST-RJ-CONN (Unit List Price=\$50, Unit Discount Price=\$47.50, Qty=2)	\$100.00	\$95.00
2.1.2.	Interface to two (2) Motorola Quantar, configured as analog repeaters	OUTPOST-2R	\$2,195.00	\$2,085.25
		SFW-MDC-1 (Unit List Price=\$495, Unit Discount Price=\$470.25, Qty=2)	\$990.00	\$940.50
		OUTPOST-RJ-CONN (Unit List Price=\$50, Unit Discount Price=\$47.50, Qty=2)	\$100.00	\$95.00
2.1.3.	Interface to two (2) ComNet Ericson Mastr-III, configured as analog simplex base	OUTPOST-2R	\$2,195.00	\$2,085.25
		SFW-MDC-1 (Unit List Price=\$495, Unit Discount Price=\$470.25, Qty=2)	\$990.00	\$940.50
		OUTPOST-RJ-CONN (Unit List Price=\$50, Unit Discount Price=\$47.50, Qty=2)	\$100.00	\$95.00
2.1.4.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 repeater	Included in Line Number 1.1.4		

APPENDIX H PRICE WORKSHEET

CATEGORY: DISPATCH CONSOLES

2.1.5.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 simplex base	Included in Line Number 1.1.4		
2.2.	Radio Site #2 — site equipped with AC power and with -48 DC & +12 DC power systems; 8 radios	OUTPOST-RACKMT-PKG	\$600.00	\$570.00
2.2.1.	Interface to two (2) Tait TB-8100, configured as analog simplex base	OUTPOST-2R	\$2,195.00	\$2,085.25
		SFW-MDC-1 (Unit List Price=\$495, Unit Discount Price=\$470.25, Qty=2)	\$990.00	\$940.50
		OUTPOST-RJ-CONN (Unit List Price=\$50, Unit Discount Price=\$47.50, Qty=2)	\$100.00	\$95.00
2.2.2.	Interface to two (2) Tait TB-8100, configured as analog repeaters	OUTPOST-2R	\$2,195.00	\$2,085.25
		SFW-MDC-1 (Unit List Price=\$495, Unit Discount Price=\$470.25, Qty=2)	\$990.00	\$940.50
		OUTPOST-RJ-CONN (Unit List Price=\$50, Unit Discount Price=\$47.50, Qty=2)	\$100.00	\$95.00
2.2.3.	Interface to two (2) Com-Net Ericson, configured as analog simplex base	OUTPOST-2R	\$2,195.00	\$2,085.25
		SFW-MDC-1 (Unit List Price=\$495, Unit Discount Price=\$470.25, Qty=2)	\$990.00	\$940.50
		OUTPOST-RJ-CONN (Unit List Price=\$50, Unit Discount Price=\$47.50, Qty=2)	\$100.00	\$95.00
2.2.4.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 repeater	Included in Line Number 1.1.4		
2.2.5.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 simplex base	Included in Line Number 1.1.4		
2.3.	Radio Site #3 — site equipped with solar power +12 DC power system; 8 radios	OUTPOST-RACKMT-PKG	\$600.00	\$570.00

Clarification - RFP 06913, Public Safety Communication Equipment
Part II Model Contract

APPENDIX H PRICE WORKSHEET

CATEGORY: DISPATCH CONSOLES

2.3.1.	Interface to four (4) Daniels MT-4e, configured as analog simplex base	OUTPOST-2R (Unit List Price=\$2,195, Unit Discount Price=\$2,085.25, Qty=4)	\$4,390.00	\$4,170.50
		SFW-MDC-1 (Unit List Price=\$495, Unit Discount Price=\$470.25, Qty=4)	\$1,980.00	\$1,881.00
		OUTPOST-RJ-CONN (Unit List Price=\$50, Unit Discount Price=\$47.50, Qty=4)	\$200.00	\$190.00
2.3.2.	Interface to two (2) Daniels MT-4e, configured as analog repeaters	OUTPOST-2R	\$2,195.00	\$2,085.25
		SFW-MDC-1 (Unit List Price=\$495, Unit Discount Price=\$470.25, Qty=2)	\$990.00	\$940.50
		OUTPOST-RJ-CONN (Unit List Price=\$50, Unit Discount Price=\$47.50, Qty=2)	\$100.00	\$95.00
2.3.3.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 repeater	Included in Line Number 1.1.4		
2.3.4.	Interface to one (1) Daniels MT-4e with Universal Interface Card (UIC), configured as P-25 simplex base	Included in Line Number 1.1.4		
3.	One (1) set configuration software/tools for use by supporting technician.	Included in Line Number 1.1		
4.	One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by supporting technician.	Included in Line Number 1.1		
5.	Warranty – Five (5) Years (specify standard warranty and the extended warranty to provide 5 year total warranty coverage that includes all firmware and software updates.)	SCOUTCARE-T1 (Unit List Price=\$13,387.20, Unit Discount Price=\$11,448.17, Qty=4 [Extended coverage is for software only. Does not include hardware coverage.] System pricing includes first year warranty on software and hardware)	\$58,103.20	\$55,198.04
	Discount for up to 4 additional years of ScoutCare when paid at time of purchase.	SCOUTCARE-T1-POS (Unit List Price Discount=\$1,784.96, Unit Discount Price Discount=\$1,526.42, Qty=4)	-\$7,139.84	-\$6,782.85

APPENDIX H PRICE WORKSHEET

CATEGORY: DISPATCH CONSOLES

	Total Net Evaluation Price:	\$161,425.96
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Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off Listor Charge Per Hour		
Equipment configuration and system design:	_____ % Discount	or	\$ <u>178.13</u> /Hour
Technical support services:	_____ % Discount	or	\$ <u>237.50</u> /Hour
Equipment installation:	_____ % Discount	or	\$ <u>142.50</u> /Hour
Equipment repair:	_____ % Discount	or	\$ <u>92.65</u> /Hour
Training:	_____ % Discount	or	\$ <u>142.50</u> /Hour
 Other Services			
<u>Scout Readiness Assessment</u>	_____ % Discount	or	\$ <u>243.20</u> /Hour
<u>Custom Solution Implementation</u>	_____ % Discount	or	\$ <u>243.20</u> /Hour
<u>Operational Efficiency Workshop</u>	_____ % Discount	or	\$ <u>142.50</u> /Hour
<u>System re-design, redeploy, moves, risk mitigation workshop</u>	_____ % Discount	or	\$ <u>243.20</u> /Hour
<u>Custom Solution</u>	_____ % Discount	or	\$ <u>243.20</u> /Hour
<u>Preventative Maintenance</u>	_____ % Discount	or	\$ <u>142.50</u> /Hour
<u>On-site assistance</u>	_____ % Discount	or	\$ <u>142.50</u> /Hour
<u>Project Management</u>	_____ % Discount	or	\$ <u>178.13</u> /Hour
<u>Test Activities</u>	_____ % Discount	or	\$ <u>142.50</u> /Hour

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

APPENDIX H PRICE WORKSHEET

CATEGORY: DISPATCH CONSOLES

NOTE: All products offered by Avtec are for use exclusively in a Scout IP Radio Dispatch Console System. Purchase of these products is limited to purchase of a configured system, as spares, or to facilitate system expansion of an existing Scout system.

NOTE: The list below also includes the individual items that comprise the target product above.

Other Available Products/Models	Description	Percent Discount Off List
Scout Consoles		
T1-SCOUT-PLUS	Tier 1 Scout Plus Console Package. Includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime and CPS seat licenses, and NENA Headset Interface. Windows 7 PC, Monitor, and other Plus series accessories not included.	<u>5.25</u> % Discount
T1-SCOUT-SMW12	Tier 1 Scout Console Package with 12 channel software media workstation	<u>5.25</u> % Discount
RANGER-SMW4	Ranger console system accessory with four channel software audio package. Windows 7 PC, Monitor, and other accessories not included.	<u>5.25</u> % Discount
Software Options		
SFW-SCOUT-IRR	Software license for integrated, multi-channel IRR recorder for Scout Console Positions. One required per console.	<u>5.25</u> % Discount
PC Hardware		
ACC-CPU-WIN7x64-DN	PC mini tower with dual NICs for "Plus" Console Packages, MS Windows 7 Professional 64 bit OS	<u>5.25</u> % Discount
ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	<u>5.25</u> % Discount
ACC-LED-22WS	LED Display, 22" Widescreen VGA input (non-touch)	<u>5.25</u> % Discount
Scout Plus Audio and Accessories		
ACCPLUS-MIC-DESK	PTT Desk Microphone	<u>5.25</u> % Discount
ACCPLUS-FSW-WIDE	Wide treadle PTT footswitch, Scout Media Workstation Plus	<u>5.25</u> % Discount
ACCPLUS-JKB-SING	Headset/handset jack box (single jack), Scout Media Workstation Plus	<u>5.25</u> % Discount
ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	<u>5.25</u> % Discount

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CATEGORY: DISPATCH CONSOLES

ACC-HED-TOP-SING-NC	Headset top, Plantronics Supra H51 monaural with noise canceling microphone. Requires base.	5.25 % Discount
ACC-HED-BASE-WLS-6W	Plantronics CA12CD Wireless PTT Headset Base. Headset top is sold separately.	5.25 % Discount
ACCPLUS-SPK-SING	Single Speaker Kit, Scout Media Workstation Plus	5.25 % Discount
ACCPLUS-HMW-MTG1	Scout Media Workstation Plus Under Desk Mounting Kit	5.25 % Discount
ACC-USB-KPD-4X6	16-key keypad for DTMF and other functions	5.25 % Discount
Scout USB Audio and Accessories		
ACCUSB-MIC-DESK	USB Desktop Microphone	5.25 % Discount
ACCUSB-SPK-DUAL	USB Dual Speaker Kit, Software	5.25 % Discount
ACCUSB-FSW-SING	USB PTT Footswitch Accessory, Software Media Workstation	5.25 % Discount
ACCUSB-HED-6W-NC	USB Headset, Plantronics Supra H51 monaural with noise canceling microphone. Includes USB Quick Disconnect Adaptor.	5.25 % Discount
ACCUSB-HED-ADAPTER	USB PTT Quick Disconnect Adaptor - Requires Headset Top ACC-HED-TOP-XXX.	5.25 % Discount
VPGate Software		
SFW-VPG-L0-NR	Non-Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Includes CPS software license.	5.25 % Discount
SFW-VPG-L0	Redundant VPGate Software License for a maximum of 20 endpoints; up to 10 may be "B" Licenses. Includes CPS software license.	5.25 % Discount
SFW-VPG-L1	Redundant VPGate Software License for a maximum of 40 endpoints; up to 20 may be "B" Licenses, Version 1.x. Includes CPS software license.	5.25 % Discount
SFW-VPG-DFSI-1-NR	Supplementary VPGate P25 DFSI endpoint license, requires SFW-VPG-XXXX. Supports up to 1 each non-redundant P25 DFSI endpoints.	5.25 % Discount
SFW-VPG-DFSI-2-NR	Supplementary VPGate P25 DFSI endpoint license, requires SFW-VPG-XXXX. Supports up to 2 each non-redundant P25 DFSI endpoints.	5.25 % Discount
SFW-VPG-DFSI-6-NR	Supplementary VPGate P25 DFSI endpoint license, requires SFW-VPG-XXXX. Supports up to 6 each non-redundant P25 DFSI endpoints.	5.25 % Discount

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CATEGORY: DISPATCH CONSOLES

SFW-VPG-DFSI-10-NR	Supplementary VPGate P25 DFSI endpoint license, requires SFW-VPG-XXXX. Supports up to 10 each non-redundant P25 DFSI endpoints.	5.25 % Discount
PC Hardware		
ACC-CPU-RM-WIN7X64	Industrial 1U Computer with Windows including Solid State hard drive and Windows7 Professional 64 bit OS. Rack mount for Cabinets. Requires DISP-XXXX for monitor, keyboard, etc.	5.25 % Discount
DISP-KVM	LCD Display, panel mounted for cabinet or relay rack. Includes keyboard and mouse with tray, 8-port KVM, and cable kit.	5.25 % Discount
Racking		
ACC-MTG-1U-RR	Kit to rack mount PS-12V-3BAY-AC , ACC-CPU-RM-2008, WIN7 or -XP in 19" relay rack. 1U high.	5.25 % Discount
ACC-MTG-2U-RR	Kit to rack mount two (2) each ACC-CPU-RM-2008, WIN7 or -XP in 19" Relay Rack. 2U high.	5.25 % Discount
Outposts		
OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	5.25 % Discount
OUTPOST-2R-MDC	Radio Controller, VoIP with MDC1200 capability, 2 Ports, 12VDC input	5.25 % Discount
OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	5.25 % Discount
OUTPOST-DC-2R	Two port DC Radio Adapter for Outpost. Includes 2 one-foot DB25 cables.	5.25 % Discount
SFW-MDC-1	License to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.	5.25 % Discount
Radio Interface Cables and Licenses		
OUTPOST-M7100	Kit to add support for (1) each M7100 or Orion radio endpoint. Includes cable; Outpost purchased separately.	5.25 % Discount
OUTPOST-SDC	Kit to add support for (1) each Sprint Direct Connect PTT over Cellular Advanced Bridge endpoint. Includes cable; Outpost purchased separately. Advanced Bridge purchased through Sprint.	5.25 % Discount
OUTPOST-TK5X10	Kit to add support for (1) each Kenwood mobile endpoint. Includes cable; Outpost purchased separately.	5.25 % Discount
OUTPOST-TM91XX	Kit to add support for (1) each Tait TM91XX radio endpoint. Includes cable; Outpost purchased separately.	5.25 % Discount

APPENDIX H PRICE WORKSHEET

CATEGORY: DISPATCH CONSOLES

OUTPOST-URC200	Kit to add support for (1) each URC-200 radio endpoint. Includes cable; Outpost purchased separately.	5.25 % Discount
Racking and Power Supplies		
OUTPOST-AC-ADAPT	120 VAC to 12 VDC Power Supply, 1 per Outpost	5.25 % Discount
OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	5.25 % Discount
OUTPOST-RACKMT-SHELF	3U Rack mount shelf (holds 1-4 Outposts)	5.25 % Discount
PS-12V-3BAY-AC	Rack Mount 1U Universal AC input, 12VDC 900W output. N+1 Redundant supply with 3 hot-swap bays, 2 populated.	5.25 % Discount
Telephony Interface		
GWC-8FXO-SIP	Session Initiation Protocol (SIP) Telephony Gateway, supports eight each FXO circuits	5.25 % Discount
Auxiliary Input/Output Control		
PKG-IO-VPGATE	Input-Output Package for Scout and DSPatchNET, includes one each 24-input, one each 24-output rack mount panel and power supply. 25 pr cabling is optionally purchased, PKG-INST-AUX-XX.	5.25 % Discount
PKG-INST-AUX-25	Type 66 Cabling/Punch block kit to install one auxiliary I/O package, 25' cables	5.25 % Discount
PKG-INPUT-EXP	Adds 24 additional Inputs to PKG-IO-X. Up to 3 supported.	5.25 % Discount
PKG-RELAY-EXP	Adds 24 additional relay outputs to PKG-IO-X. Up to 3 supported.	5.25 % Discount

9. SCOUT OVERVIEW AND PRODUCT CUT-SHEETS

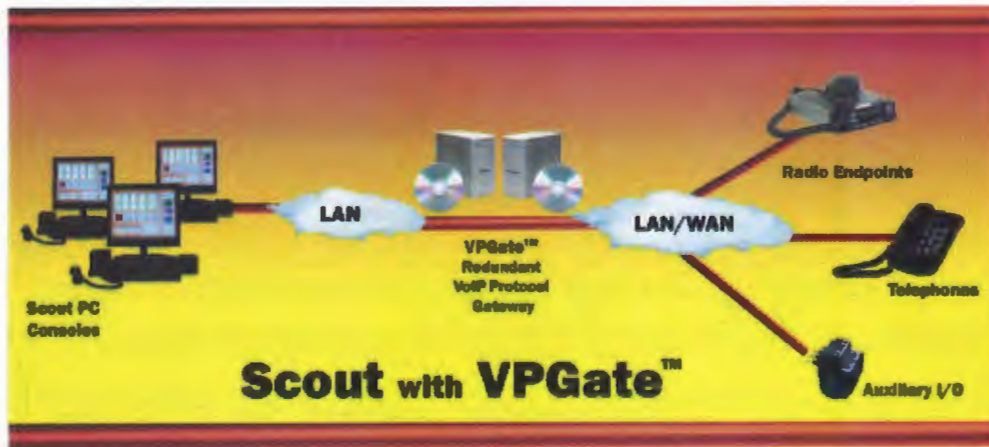
A Scout Overview and product cut-sheets follow this page.



consoles you can count on

Scout VoIP Console System Overview

V3.3



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COMPANY INFORMATION

Avtec, Inc.
100 Innovation Place
Lexington, SC 29072
USA

Version 3.3
Revision 1.0
Revision Date: April 2014

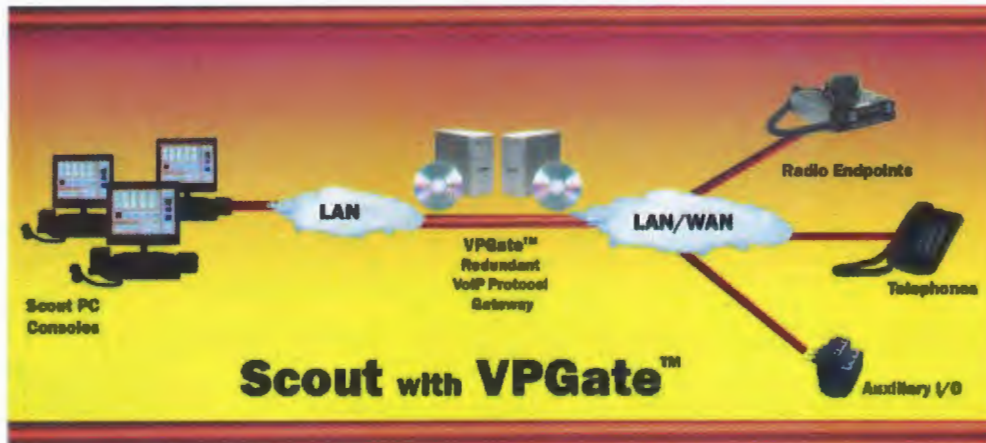
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Executive Summary

In this document, we describe a solution comprised of our Scout™ Console system, along with VPGate™ VoIP protocol gateways and Outpost™ RoIP endpoints. This document covers features of Scout Version 3.3. Unlike custom “one-off” systems, Scout™ is a standard software-based console, meaning that additional features and interfaces are released on a regular basis to enhance product capabilities.



The Scout™ console system delivers “ANY to ANY @ ANYtime™” communications capabilities. The system architecture is built upon a combination of networked Windows PC-based software elements and embedded endpoints to form a distributed console system that provides the features and capabilities of traditional switch-based consoles.

The major system elements are the Scout™ console positions, VPGate™ protocol gateways, IP endpoints (radios and telephony gateways), and an Ethernet network that ties all of the elements together. The Scout Project Manager Software provides remote management capability for configuring consoles, gateways, and endpoints, and supports “pushing” out changes from a centralized database without requiring console restarts.

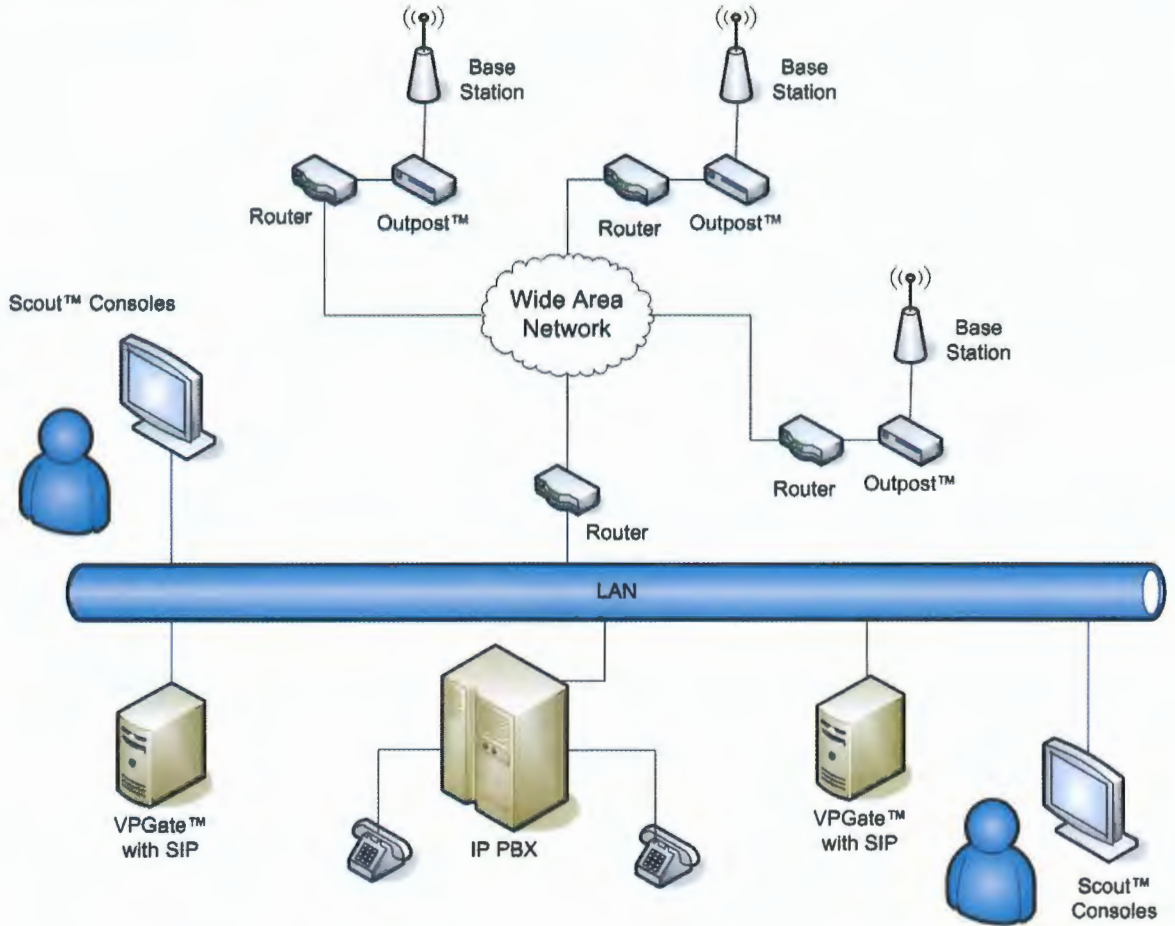
Traditionally, IP consoles from different companies seem to be very similar. They generally use Ethernet to connect their components, encode audio into packets, and provide control of radios and sometimes telephone circuits. The dispatcher interface usually displays on an LCD screen connected to a Windows PC. This precedence leads many people to believe all consoles are equivalent. However, if you look closer, you will find that Avtec’s solution is better for a wide variety of reasons.

- **The User Interface:** Scout™ is unparalleled in its elegance and configurability. Different window sizes, web browser objects, map backgrounds, custom buttons, colors, fonts, button icons, and more are created with a simple-to-use graphical Project Manager tool. You can develop unlimited screen configurations and assign them to any or all positions to meet your business needs. Avtec, a pioneer in Touchscreen Consoles, designs all user interface elements for error-free operation.
- **Standard Components:** Scout supports commercial-off-the-shelf (COTS) computers and networking equipment, while only requiring proprietary hardware for components unique to a console system. This allows customers to use their standard PCs and network switches/routers, simplifying procurement and configuration, sparing maintenance, and reducing life-cycle costs.

- **Ease of Configuration:** The Scout Project Manager software allows you to maintain all of your system components remotely, anywhere you have network access, and it stores screen and console configurations in a standard centralized XML database.
- **Mission Critical Audio Quality:** Scout™ does not use PC sound cards for dispatcher audio in its Hardware Audio Package. A dedicated embedded media workstation at each dispatch position with six DSP resources provides the ability to select and monitor up to 50 audio sources. You can run other applications on the PC without worrying about audio dropouts. The Scout console provides real console peripherals with rugged headset jacks, a desktop microphone, and speakers designed for a mission-critical environment.
- **Business Critical Audio Option:** Scout's Software Audio Package, featuring the Avtec-developed Software Media Workstation, meets business-critical needs to add or relocate dispatching positions quickly or to provide a Scout workstation when desktop space is limited. The Software Audio Package uses a software-based audio processor to provide digital signal processing with a flexible, mobile software solution. Instead of operating through external hardware, the Software Audio Package processes audio via the Scout console software run on a PC.
- **Simulation:** The Scout Project Manager software allows you to run the Scout User Interface off-line, even without the console hardware. Maintenance personnel can test the screen layouts/navigation, graphical elements, browser addressing, and contact groupings on their PCs to ensure everything works as planned. Supervisors can review the design to ensure it fits the organization's workflow and even do introductory training on any new features. Once the design is approved, the configuration can be "pushed" to the live consoles.
- **Redundancy:** VPGate™ is designed so a failure will not affect operations. In fact, VPGate™ is normally licensed in a redundant configuration. Failover capability provides a highly resilient system design that can continue to operate in a number of disaster scenarios. This capability ensures that the endpoints assigned to the VPGate™ continue to be available for uninterrupted operation from all the console positions. The Scout System Administrator can use the redundant VPGate system to schedule moving endpoints to the redundant system when the primary system requires maintenance. The controlled failover allows the administrator to notify dispatchers and provide a failover timetable. Redundancy can also be configured on Outpost™ allowing redundancy for a radio that is connected to an Outpost endpoint.
- **Diagnostics:** Every system element reports to a centralized diagnostic logging application, which permits "drill-down" capability to observe detailed system behavior including audio diagnostics, console states, and component health. Each major subsystem has log file capability to allow deeper diagnostic analysis if necessary. The Scout Diagnostics application can also send SNMP messages for its alarms and events to as many as four SNMP Managers to allow Network Administrators the ability to view messages through an integrated management console.
- **WAN friendly:** VPGate™ talks to endpoints via unicast. In many cases, this eliminates the need for multicast traffic to traverse your WAN. It also arbitrates access to endpoints so multiple consoles can access them. For companies with Scout Systems in different geographical sites, Avtec offers Frontier, a component of the Scout Product Suite. Frontier allows the linking of autonomous Scout IP systems over a wide area network to form a very large-scale enterprise communication solution.
- **Scalability:** A Scout System is capable of supporting 200 consoles and 2,000 endpoints in a local area network, while maintaining the features inherent in the product today.

Typical Scout™ System Configuration

The following is a typical Scout™ installation showing consoles configured for both Radio and Telephony access. Redundant VPGate™ PCs are provided to ensure uptime. In this example, no multicast data is required across the WAN.



Scout™ Consoles

Each Console position consists of Avtec software on a standard PC, a separate media workstation, and dispatching peripherals. Scout™ Console Software runs on a Windows 7 and/or Windows XP Professional PC with any compatible pointing device, including mice, trackballs, and/or an LCD Touchscreen. The PC and the media workstation connect to their local VPGate™ via Ethernet to access endpoints or other consoles.

The Scout Media Workstation Plus, in the Hardware Audio Package, provides the peripheral connections, high quality audio mixing, and an interface to the Scout Console Software running on a PC via Ethernet. The workstation's real-time architecture and dedicated digital signal processors (DSPs) provide precise signal conditioning to ensure the highest quality audio. It converts between packet-based VoIP and analog audio for the dispatchers' peripherals such as select/unselect speakers, desk microphones, handsets, and headsets. It also provides dedicated I/O for footswitches, relay outputs, and other devices.

The Scout User Interface software provides a user-friendly dispatching runtime environment. The console displays virtual buttons called pads. Touch the pads to answer calls, select functions, and move from screen to screen. Pads are designed to operate via touch or by mouse click. Console screens are configured and maintained from the Scout Project Manager application.



A small, simple Scout™ Screen configuration for accessing Radio circuits. Note in this example it contains a "tabbed" configuration for accessing different geographical territories, as well as navigation pads on the right side for other functions.

One of the configuration options available through the Scout Project Manager application is to offer user names and passwords for operator login. The Operator Login feature allows a dispatch center to use free seating with customized configuration. When Operator Login is in use, the operator can occupy any console position and log in to a console that displays the user-defined screens associated with the unique login. To support touchscreen console setups, the login dialog accesses a software keyboard.

Another feature of the Scout System is Console Intercoms. This feature provides dispatchers the ability to have two-way conversations with one another from their Scout Consoles. The dispatchers can place an intercom call as either a regular call or an emergency call. Dispatchers can also send one-way intercom page announcements to multiple dispatchers and make All-Call announcements. The Intercom endpoint pad can be configured to notify the dispatcher that he missed an intercom call and must call

back another dispatcher. The notifications can include both visual and audible indications. In addition, intercoms can be configured in PTT mode or in full duplex mode.

The Scout software provides the most feature-rich and configurable interface in the console industry. Every screen element, from graphical backgrounds to pad sizes, colors, and fonts, can be configured to meet your needs. Despite the wide array of features, it is very simple to design, maintain, and deploy console screens using the Scout Project Manager. Refer to the following pages for additional user interface examples showing some of the possibilities.

Scout Console

04:00:28 PM
Wednesday, October 17, 2012

1B-CACC 2:IAAX TRAX

1001 Endpoint 1002 Endpoint 1003 Endpoint 1004 Endpoint 1005 Endpoint 1006 Endpoint 1007 Endpoint

1008 Endpoint 1009 Endpoint 1010 Endpoint 1011 Endpoint 1012 Endpoint 1013 Endpoint 1014 Endpoint

Terminal 1 Terminal 2

2001 Endpoint 2002 Endpoint 2003 Endpoint 2004 Endpoint 2005 Endpoint 2006 Endpoint 2007 Endpoint 2008 Endpoint

3001 Phone 3002 Phone 3003 Phone 3004 Phone 3005 Phone

LAS SEC

4001 Endpoint 4002 Endpoint 4003 Endpoint 4004 Endpoint 4005 Endpoint

PTT Message History (0) Register Mail Console Help Back Console

Link to Online Console Help

A larger Scout™ Screen configuration for accessing Radio and Telephone circuits. Note that this example contains a “tabbed” configuration for accessing functions, including a dialer interface and a call queue.

Console Help

About... How to...

Each of the buttons below links to a step-by-step procedure.

- Build a Patch
- Join, Leave, or Change Patches
- Monitor Patch Audio
- Mute and Unmute Patches
- Release Lines from Patches
- Tear Down a Patch
- Understand Patch Operations

Internet | Protected Mode: On 100%

These screens are examples from the Console Online Help from above.

Console Help

Monitor Patch Audio

There are two ways to monitor a patch:

- Use the **Unselect Feature**. Inbound audio from the patch is sent to the Unselect channel. Use this option if you want to listen to patch audio and do not need to transmit.
- If you have **joined the patch**, use the **Headset Monitor Feature**. Inbound audio from the patch remains in your headset, and you can transmit to the patch. Inbound audio is also routed to the Select speaker. Use this option to continue working the call and to allow someone else to hear inbound audio in a speaker.

To move patch audio to the Unselect channel

- Touch the Unselect pad.
- Touch the Patch pad.
The bar on the Patch pad changes color to match the Unselect pad, and patch audio moves to the Unselect channel. If you were a member of the patch, you automatically leave the patch.

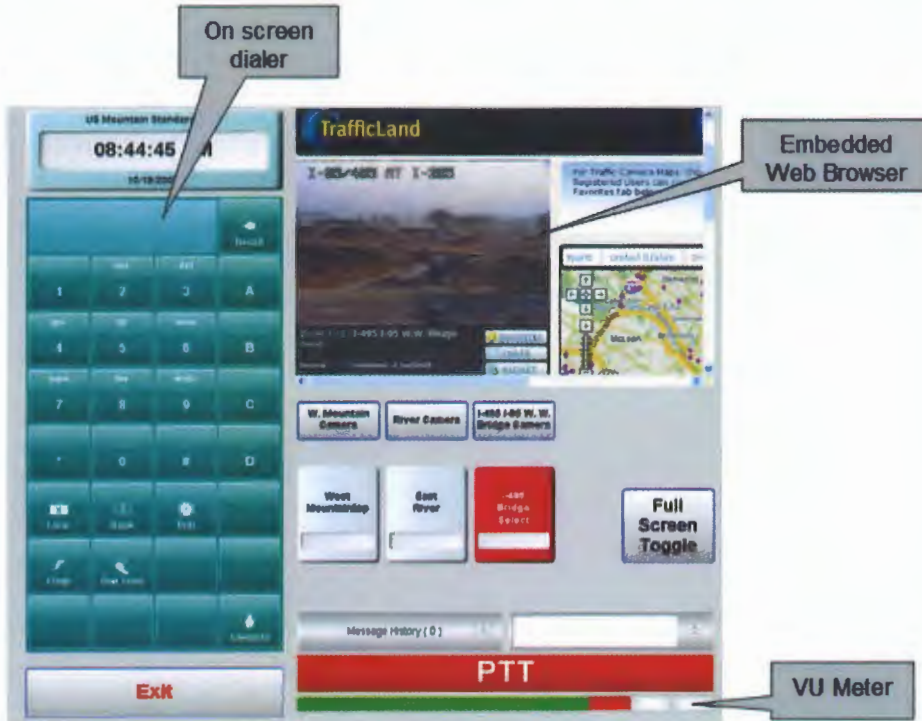
To remove patch audio from the Unselect channel

- Touch the Unselect pad.
- Touch the Patch pad
Patch audio is removed from the Unselect channel. The patch remains active.

Note: You can join a monitored patch in one step by touching the pad for the patch you want to join. Patch audio automatically moves from the Unselect channel to the Select channel.

Done Internet | Protected Mode: On 100%

In this example, a row of pads are configured to control an embedded web browser to access traffic cameras. Associated Radio circuits are located below. The I-495 bridge radio is transmitting, and the dispatcher's voice is displayed on a VU Meter. If necessary, a phone number can be quickly dialed from the on-screen dialer at left.



In this example, a "pop-up" screen with a background map is shown, with various phone lines placed with geographic reference. These pads could represent radios or even take the user to a different map screen with a "zoomed-in" view.



In this Public Safety Customer example, a variety of Scout user interface tools were used to build an attractive and functional console GUI. Multiple tabbed areas were used to maximize screen real estate. For example, when an HQ door control is actuated, the corresponding vehicle graphic is no longer displayed.

Scout Media Workstation Plus

The limitations of both PC audio processing and peripheral interfaces drive the need for the Scout Media Workstation Plus. Instead of a PC sound card, Avtec provides a robust embedded controller based upon a real-time operating system, with six dedicated DSPs to manage audio manipulation. It interfaces all of the dispatchers' peripherals such as speakers, headsets, handsets, and push-to-talk switches. The Media Workstation Plus converts the analog audio from these peripherals to VoIP audio for connection to the various IP endpoints (via VPGate™). In addition, it provides "transcoding" between different audio codecs (G.711, G.729a, G.726, etc.) and audio mixing for the console "patch" function. Up to five patches per Scout™ Console can operate simultaneously.

Connectors located on the rear of the unit provide for headset jack boxes, footswitch, select speakers, and unselect speakers. A maximum of 11 audio peripherals are supported at each console position. A front-panel reset switch is provided along with an LED to provide the power status indication. The Media Workstation Plus can be placed on the desktop or mounted out of the way to conserve valuable desktop space. Under-desk mounting kits are available.



Desktop Speakers

The desktop speakers provide Select and Unselect speakers for the console. The speakers are compact and easily stackable, ideal for confined spaces. Each has a volume control, a Power/Audio Activity LED indicator, and an adjustment that permits setting a minimum volume level. For the Media Workstation Plus, Scout supports up to 10 speakers per console position assuming a single jack box or desk microphone is also used.



Jack Box

The Scout Jack Box provides a standard PJ327 jack for 4W/6W handsets and headsets. A minimum and maximum volume level is set under software control from the Media Workstation Plus. A manual volume control is provided as well as a mute-indication LED.



Desk Microphone

The Desk Microphone features a sturdy weighted base, a flexible neck, and connects to the Media Workstation Plus. The microphone features a large button for Push-to-Talk (PTT) which is labeled TRANSMIT and a smaller button for Continuous Tone-Coded Sub-audible Squelch (CTCSS) which is labeled MONITOR. In addition, a top-surface Avtec logo illuminates when the microphone is active. The profile of the microphone prevents dispatchers from engaging PTT accidentally.



Operator Console PC and Monitor

Each console is required to have a PC running the Windows operating system. Scout supports Windows XP Professional OS (SP3) or Windows 7 32-bit and 64-bit. Unlike competitors' systems, the PC is not proprietary and can be customer supplied.

Each console is required to have a display monitor. There are no special requirements for this monitor except compatibility with the selected PC. Scout supports screen resolutions up to 2560 x 1600. For most users, Avtec recommends using 1280 x 1024 resolution and a 17" or 19" LCD Touchscreen.



Scout Console Options

Software Audio Package

For customers who need a flexible, mobile software-based dispatching option, Avtec offers the Scout Software Audio Package. The Software Audio Package provides portability for a dispatch center or expands dispatch capability quickly for disaster management or during special events. To minimize dependencies on computer hardware and sound cards, the console software, when integrated with Scout's Software Audio Workstation, handles all of the audio processing, such as patching, transcoding, gain control, and mixing. The Software Audio Package is compatible with USB or built-in audio devices.

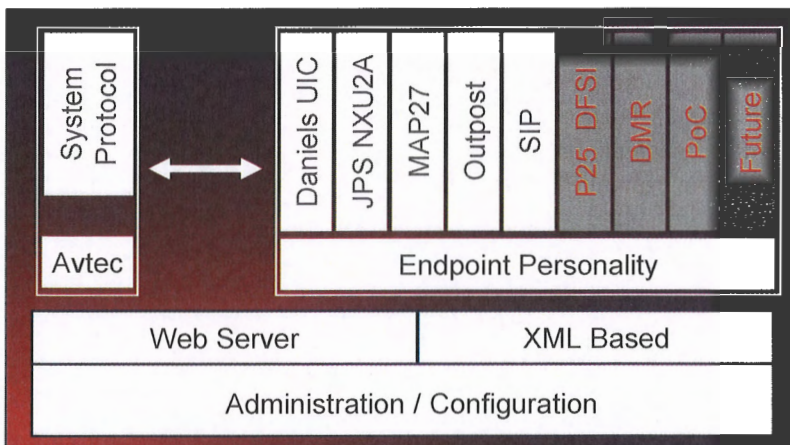
Ranger

Ranger is a unique Scout accessory that offers full connectivity for up to four radio channels. It is ideal for management, IT professionals, senior staff, and anyone who has an occasional need for monitoring or communicating across the radio infrastructure. Ranger, which runs on Windows 7, provides a concentration of Scout's key features including endpoint cross indications, activity history and more. Ranger leverages the full capability of the Scout console system and pure-IP architecture to provide connectivity to the widest audience possible. When installed, Ranger includes a 90-day trial license. When the trial license expires, the customer can purchase a regular license from an Avtec sales representative.

VPGate™

VPGate™ is a software product that translates both VoIP traffic as well as a variety of open and proprietary communication protocols to a "common language" used to communicate to Scout Consoles and other VPGate systems over a LAN/WAN. It runs as a service under Windows. For purposes of discussion, this document uses the terms "VPGate" and "VPGates" to reference PCs running this software.

VPGate™ allows for the abstraction of the console system interface from third-party interface personalities. This allows Avtec to develop different personalities without affecting the console software or system interface protocol. At the same time, VPGate™ provides extensibility, so that new personalities can be added or existing personalities can be changed without affecting the core system interface. In addition, since VPGate™ runs multiple personalities, audio and protocol control is automatically converted between them offering inherent interoperability.



In a Scout Console System, radio, telephone circuits, and other devices are considered “endpoints.” Every endpoint is assigned to a VPGate™; a maximum of 160 endpoints are supported per VPGate based on licensing. To ensure reliability, **VPGate is usually licensed in a redundant pair arrangement**; two copies are provided to ensure that every endpoint is available at all times, even if a VPGate PC fails. If the system needs to support more than 160 endpoints, additional VPGate pairs are added. The Avtec System Protocol supports multiple VPGates. Generally, VPGates are co-located with consoles, and use multicast over the LAN to send audio to Scout for efficiency.

For smaller systems (less than 40 endpoints), VPGate™ can execute on the same PC as the consoles. For larger installations with many endpoints, dedicated PCs are recommended. VPGate™ communicates via Ethernet to VoIP endpoints using unicast transmissions; this simplifies its use in WAN environments. For non-IP devices such as Control stations or Cimarron ANI decoders, a serial protocol is used. In these cases, two drivers can be chained together for an endpoint. One converts the serial protocol to IP and another converts the proprietary protocol to the Avtec system protocol.

VPGate™ is configured and managed via a built-in web server. All updates/modifications take effect immediately after editing, so there is no need to reboot or restart the gateway. Using an embedded server, configuration and status pages allow access to any VPGate™ over the network from any installed Scout Project Manager location, or by using a standard web browser like Internet Explorer.

For security purposes, the VPGate Web Server can be configured to require one or more User IDs and passwords before it will allow a user to view or modify any of the configuration information displayed on its webpage. Although Avtec offers a robust dedicated VPGate computer, it can be customer supplied.

Scout Integration Technology

VPGate™ integrates with equipment from the following companies*:



List of Technologies by Manufacturer

- EDACS Control Station – Harris M7100
- P25 Trunked Systems – Cassidian, Etherstack, and Tait Radio Communications
- P25 Conventional – Codan Radio Communications and Tait Radio Communications
- P25 Control Stations – Kenwood and Tait Radio Communications
- MPT1327 Trunked Systems – Tait Radio Communications
- NXDN – Kenwood NEXEDGE and ICOM IDAS
- FleetSync Radios – Kenwood
- Conventional Radio Interfaces – Avtec, Inc. Outpost, Raytheon NXU2A, Motorola MOTOTRBO™ IP Site Connect
- MDC1200 and FleetSync ANI Encoder/Decoders - Cimarron
- Session Initiation Protocol (SIP) Telephony Systems – Avaya, Cisco, Quintum, others
- iDEN/NEXTEL – SyTech
- Sprint Direct Connect – Sprint
- Analog/IP Logging Recorders – Eventide, Exacom, HigherGround, Voice Print International (VPI), Inc., NICE, and Verint
- IP Auxiliary Input and Output Panels - Avtec, Inc.
- Trunked Radio Interfaces – Motorola MOTOTRBO™ Connect Plus and Linked Capacity Plus
- DMR Trunked Systems – Tait Radio Communications
- ED-137 Systems – Jotron and Park Air Systems (Northrop Grumman)
- Time Synchronization – Spectracom NetClock

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Scout™ Project Manager

The Project Manager is an Avtec software application that runs on a Windows XP Pro or Windows 7, 32-bit or 64-bit. Each collection of configuration settings for a particular Scout system, including settings for the consoles, screens, and endpoints, is considered a "project." Project configuration data is saved in industry standard XML format. The Scout Centralized Project Storage (CPS) application provides centralized system management, storing all the console screens and configurations in a single location and pushing changes out to the console positions.

For security purposes, the system uses several layers of password protection: Project Manager, webpage, and Operator Login.

To prevent Project Manager from unauthorized updates, the Scout System Administrator has the option to configure Project Manager to require login with a user name and password. When Project Manager is configured to require login, the user is prompted to enter the user name and password as soon as Project Manager starts. The login dialog includes a software keyboard to support consoles that do not include a hardware keyboard.

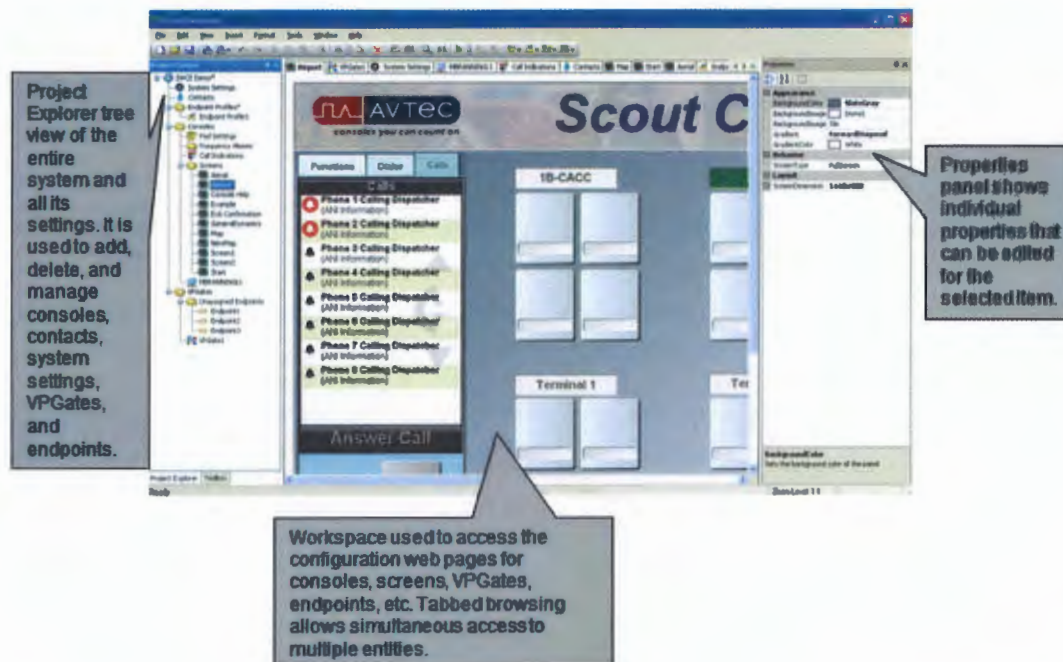
The Scout System Administrator can create users, known as maintainers, who have rights to access Project Manager. Each maintainer can have varying levels of access, as needed: No Access, Read-only Access, or Full Access. Maintainers can also have the rights to create additional maintainers, assigning rights as necessary. Maintainers' rights can be assigned differently for each portion of Project Manager that can be modified. Verified against a master list at login, the maintainer user names and passwords allow access to Project Manager on any computer where the project resides.

The webpage password protection feature provides a method of ensuring that only authorized personnel access the internal webpages to make changes to the system configuration. The user names

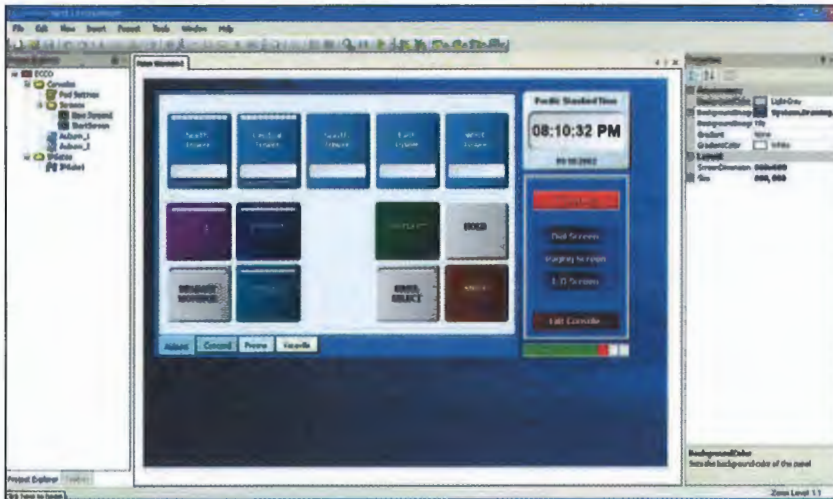
and passwords assigned apply only to the system component where the name and password is created. For example, an instance of VPGate that enables users to update the pages only allows updates by the users that were created within that instance of the software. Components of Scout that allow authorized web users include Outpost, VPGate, Console, CPS, and Frontier.

Another layer of security is available through the Operator Login feature. Scout Consoles have the configuration option to require user names and passwords for login. If configured for Operator Login, the consoles display the user-defined screens associated with the unique login. The Operator Login feature is an optional configuration for consoles that need it within the command center; other consoles can have assigned functionality without requiring operator login.

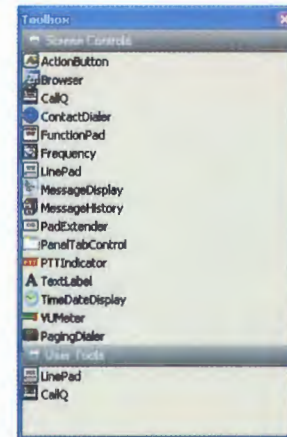
Project Manager provides the centralized management advantage of a traditional Console system in a distributed architecture. The Project Manager has three main panels or sections.



One of the key functions of the Scout Project Manager is the capability to build and manage console screens. The user interface presented to the Console operator can be built from the ground up. Graphical “components” such as Endpoint Pads, Function Pads, Call Queues, Dialer interfaces, Web Browsers, Text fields, etc. can be “dragged and dropped” onto the screen workspace from the “Toolbox” in the left panel. Individual pad properties such as pad color, icon, or pad name are then set using the Properties panel.



The Toolbox function has a customizable “User Tools” area at the bottom. It allows screen controls, once customized, to be saved back to the Toolbox. The color schemes, fonts, and other options for that control are saved and it can be used as the “standard” control for that Project.



To assist in building the console user interface, the ability to preview in runtime mode is available from within the Scout Project Manager. This allows testing the user interface including navigation between screens, accessing the contact database, and controlling embedded web browsers. This capability is available even if the PC is not connected to a media workstation. Other possible uses include demonstrations or introductory training.

All console settings and screens can be saved locally on the PC running the Scout Project Manager and/or in the Scout Centralized Project Storage (CPS). Saving to the CPS allows system settings and screens to be “pushed” to Consoles allowing these devices to update dynamically without having to shut down or reboot them.

Outpost™ Radio Controller

The Avtec Outpost™ endpoint is a solid-state embedded IP controller that interfaces analog radio equipment to an IP network. It performs analog-to-digital conversion of the audio as well as remote monitoring and control. Outpost™ works in conjunction with VPGate™ to provide interoperability with other types of endpoint devices from different manufacturers.

Outpost supports a feature called In Cabinet Repeat. Also known as Console Repeat, Self Repeat, or Talk Through, this feature allows Outpost to create the appearance of a repeater from an ordinary base station. When enabled, any audio received on the 4-wire input side is retransmitted on the 4-wire output side. This feature can be configured to operate at all times, or it can be configured to operate when the Scout Console dispatcher enables it.



Outpost™ is equipped with two radio ports. Each port's interface can control a "direct connected" local radio or a tone remote controlled radio (locally or over a telephony circuit). In addition, each radio interface is also equipped with a serial data port which can tunnel serial protocols via IP to VPGate for translation.



Rear View of Outpost

Outposts can be rack mounted if desired. Four units fit into a 3 U rack space. For security purposes, Outpost can be configured to require user ID and password before it will allow a user to view or modify any of the configuration information displayed on its webpage.

When interfacing a radio, the multifunction ports perform the following functions under software control:

- Analog audio interface to/from the radio, and decoding of DTMF digit(s) for calls
- Generating tones for transmission by the radio, either as an answerback event or upon a command from the dispatcher
- Detecting a carrier operated relay (COR) signal from the radio
- Detecting a radio signal strength indicator (RSSI) from the radio for call voting
- Providing a push-to-talk (PTT) control to the transmitter
- Selecting a frequency of the transmitter, if the station supports this function
- Providing LED indication of connectivity and control status

Telephony with Session Initiation Protocol (SIP)

Scout™ and VPGate™ support Session Initiation Protocol (SIP) for connection to VoIP telephony devices. Scout Consoles display pads on the user interface that map to telephony "circuits." These can be actual phone lines tied to a gateway, or a VoIP "extension" off an IP PBX. Scout supports Cisco Unified CallManager V6.1+ and 8.0+, Avaya IP Office, Generic SIP PBXs and Quintum Survivable SIP gateways.



Avtec consoles, including Scout™, treat telephone "circuits" similarly to radios. A console can have multiple line appearances on its screen and allow multiple phone calls to be active simultaneously. Calls

may be active, put on hold, and patched to other phone lines and/or radio endpoints. Avtec consoles are not restricted to one “phone patch” like traditional consoles from the public safety world. Scout also has a configuration option that can require PTT for full duplex endpoints.

VPGate™ contains the SIP stack and manages SIP connections. In simple applications, small 4- or 8-port SIP telephony gateways can be used to connect to POTS (Plain Old Telephone System) lines. In a VoIP PBX-equipped installation, VPGate™ registers with the IP PBX and functions with the existing gateways and desk telephones.

Scout includes an extensive contact database organized into groups. Telephony functions include recall dial tone, call, display caller ID (name and number) in the call queue, transmit caller ID, patch, call transfer, automatic answer, and more.

VPGate™ complies with the following SIP Standards:

- RFC 2617 – HTTP Authentication: Basic and Digest Access Authentication
- RFC 2833 – RTP Payload for DTMF Digits, Telephony Tones and Telephony Signals
- RFC 3261 – SIP: Session Initiation Protocol
- RFC 3264 - An Offer/Answer Model with the Session Description Protocol (SDP)
- RFC 3550 – RTP: A Transport Protocol for Real-Time Applications (without RTCP support)
- RFC 4566 – SDP: Session Description Protocol

Scout™ System Features

Scout™ offers a variety of system-level features that provide the ability to configure the business rules of system operation. System-level business rules refer to the configuration parameters that enforce the system’s conceptual behavior as well as how information is presented to dispatchers. This makes their experience more intuitive, which reduces stress and errors. Some examples of system-level configuration include how calls are presented, how lines move between states, into which states certain lines can be placed, how audio is cross muted, and frequency aliases.

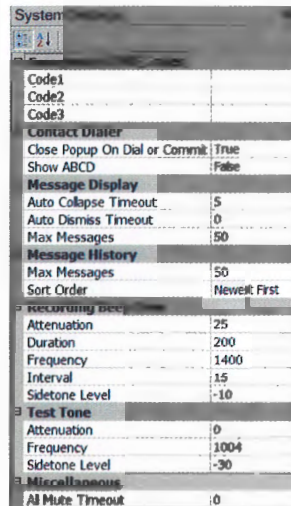
The system features and examples listed are representative of the information contained in Scout.

System Settings

System settings are applied to all consoles in the project. Some of these properties can be overridden by other project settings which are noted in the individual descriptions.

Examples:

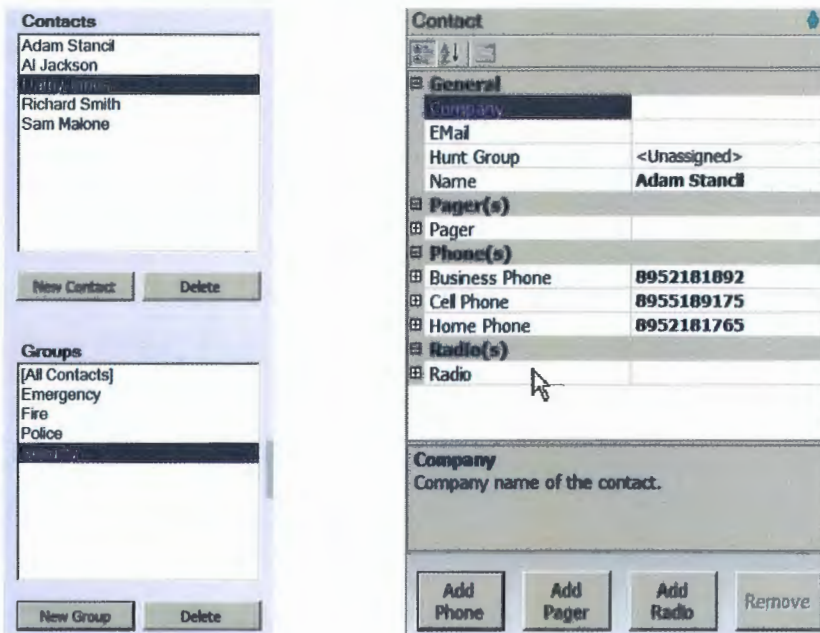
- Emergency call codes
- Contact dialer behavior
- Call alert and progress tones
- Message display and history settings



Contact Editor

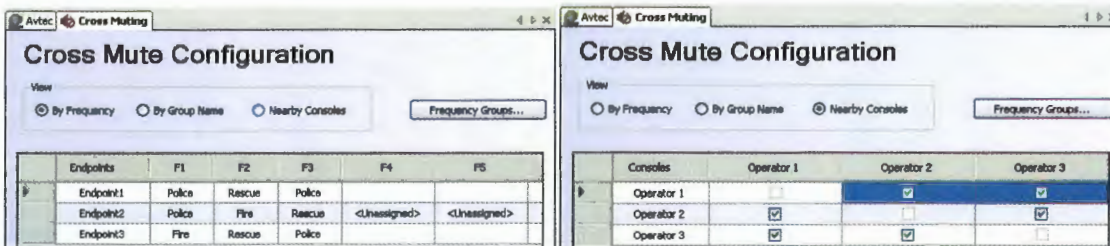
A contact can have multiple pager, telephone, and/or radio numbers. Using the **Add Phone**, **Add Pager**, and **Add Radio** buttons located at the bottom of the Contact Properties pane, multiple pager, phone, and radio numbers can be added.

A contact can be added to multiple groups and accessed through auto contact pads or the contact dialer.



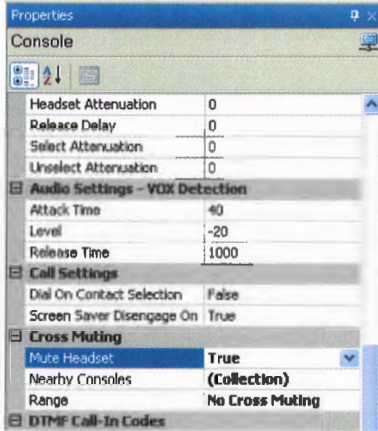
Cross Muting

Cross muting configures how and to what degree audio is muted. This can mean that whenever a nearby console is transmitting, all the other nearby consoles' speakers (and potentially their headsets) will be fully muted; or it can be more selective and mean that whenever a nearby console is transmitting on a specific frequency and the other consoles are listening to a radio's audio on the same frequency in a speaker. The following pictures show the settings for cross muting using frequency and nearby consoles. The third picture shows the properties for cross muting.



Frequency Configuration

Nearby Consoles Configuration



Local Muting

Local Mute provides the capability to mute receive audio from certain radio endpoints automatically at the dispatcher's console as soon as the dispatcher engages PTT (push-to-talk). The audio that is muted includes voice, paging tones, and alert tones. By locally muting certain radio endpoints, the dispatcher's conversation is free from feedback that could occur as a result of cross channel interference. The Scout System Administrator configures each console for the Local Mute settings that should apply. The local mute settings are under software control, and do not require hardware modifications to add or change configuration settings. These settings include whether or not muting occurs when a headset is being used, which RF channels are muted when PTT is active, the text on the indication displayed to the dispatcher on the channel control to let him know which channels are being muted, and the duration the mute function persists after PTT ends.

Call Monitoring

When a DTMF directed call (regular or emergency) is received from the field on a radio that is in disconnect, the system automatically places the receive audio from this radio into an unselect speaker.

Call Indication Configuration

View call indications by:

Console Endpoint
 AV-05-02 1001

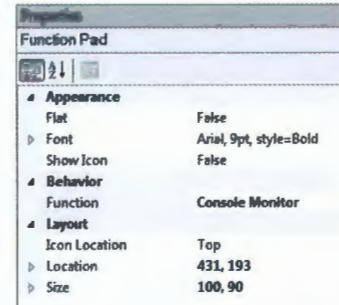
Description: Console 1 - Right Table

Endpoint	Regular Call Visual	Regular Call Audible	Regular Call Monitor	Emergency Call Visual	Emergency Call Audible	Emergency Call Monitor
1001	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None
1002	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Unselect 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Unselect 2
1003	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None
1004	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None
1005	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None

Console Monitor

Console Monitor is a Scout feature that allows a supervisor or administrator to listen to the conversations in a console's Select audio. The Console Monitor feature only involves listening; the supervisor who is listening cannot communicate with the dispatcher or anyone else participating in the call.

A Scout console must have Console Select Monitor configured as an audio device to allow monitoring. With that configuration in place, a supervisor who chooses to listen to the console uses a secondary touch function pad with the intercom pad for the dispatcher to be monitored. The intercom pad changes colors to indicate to the supervisor which console is being monitored. However, the dispatcher does not receive any indication that calls are monitored. With this feature, several supervisors can monitor one console at the same time, or one supervisor can monitor several different dispatching consoles at the same time.



Frequency Alias

Frequency aliases provide additional information to the dispatcher to make the experience more intuitive and to minimize errors. Alias information is displayed on each line in a pad extender as well in the frequency selection control.

Frequency Alias Config

Frequency	Alias
Freq 1	Engine 301
Freq 2	Engine 302
Freq 3	Engine 303
Freq 4	Ladder Truck
Freq 5	Pump Truck
Freq 6	Maintenance
Freq 7	Fire Chief

Recording Beep Tone

Recording Beep Tone properties specify settings for the beep tone that is heard at the endpoint and the sidetone that is heard at the console when audio recording is used.

Max Messages	50
Sort Order	Newest First
Recording Beep Tone	
Attenuation	25
Duration	200
Frequency	1400
Interval	15
Sidetone Level	-10
Test Tone	
Attenuation	0
Frequency	1004
Sidetone Level	-30

Workstation Relays

Workstation Relays provide visual indications of the current console status to external devices. For example, supervisors and co-workers can see lights on a pole to recognize the dispatcher's status instantly. The status notifications include: Any System Alarm, Major System Alarm, Minor System Alarm, Emergency Call, Channel Marker, Regular Call, Busy, PTT (transmitting audio), and Transmitting.

Workstation Relay Configuration

Consoles: The Duplicate... button displays a dialog for copying the selected relay settings to chosen Consoles. Selected relays are shown by the highlighted row indicators in the far left column.

Relay	Notifications	Enabled	Endpoint Profiles	Action	On Time	Off Time	Min Inactive Time
Relay 1	Any System Alarm, Emergency Call, Channel Marker, Regular Call, Busy, PTT	<input checked="" type="checkbox"/>	<Unassigned>	Continuous	1000	250	0
	Any System Alarm	<input checked="" type="checkbox"/>	<Unassigned>	Continuous	1000	250	0
	Emergency Call	<input checked="" type="checkbox"/>	Intercom	Continuous	1000	250	0
	Channel Marker	<input checked="" type="checkbox"/>	Phone	Continuous	1000	250	0
	Regular Call	<input checked="" type="checkbox"/>	<Unassigned>	Continuous	1000	250	0
	Busy	<input checked="" type="checkbox"/>	<Unassigned>	Continuous	1000	250	0
	PTT	<input checked="" type="checkbox"/>	<Unassigned>	Continuous	1000	250	0

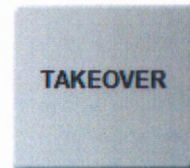
Notification Pad

When the Scout Diagnostics application receives a system alarm, it sends a notification to an administrator who has a Scout Console. A tool on the console screen, the Notification Pad, changes colors and, if desired, produces an audible tone to notify the administrator that a new alarm was recorded in the Scout Diagnostics application. The Notification Pad can be configured to send a signal for any system alarm, for only major system alarms, or for only minor system alarms. The alert can also be configured through the workstation relays to indicate the system alarm by activating a relay that can be attached to an external device.



Supervisory Takeover

The Supervisory Takeover feature allows a supervisor to take control of an endpoint, if necessary. The endpoint can be in any state, in simul-select, a member of a talkgroup, or even a member of a patch when the takeover occurs. The supervisor takes over the endpoint by activating the Takeover function pad to gain exclusive use of the endpoint. When the supervisor relinquishes control of the endpoint, other dispatchers can transmit as usual. Console configuration determines which Scout Systems display the Takeover function pad; any dispatcher's console with the Takeover function pad can take over another endpoint as described.



Barge-In

Scout provides Barge-in capability on telephone endpoints. Barge-in allows a dispatcher to join a conversation that another dispatcher has in progress by simply selecting the line. The result: multiple dispatchers can select and talk to a telephone endpoint at the same time. This feature could allow a dispatcher to receive on-the-line support from a co-worker or supervisor. Each Barge-in conversation can support 11 simultaneous talkers: one field endpoint and 10 dispatchers. VPGate can support up to 250 talkers in various conversations depending upon codecs in use and their effect on performance. A telephone endpoint must be configured in VPGate to allow Barge-in conversation.

SNMP Traps

The Scout Diagnostics application can be configured to send SNMP messages, called traps, for its alarms and events including when a system component has been discovered or lost. When the various Scout applications generate alarms and events, Scout Diagnostics catalogs them. In addition, Scout Diagnostics can be configured to send traps to one or more SNMP Managers.

Scout™ Screen Controls

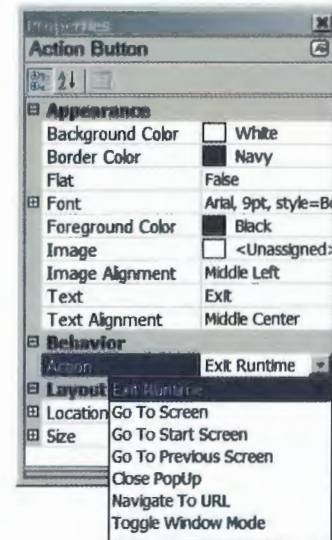
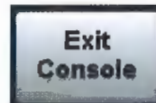
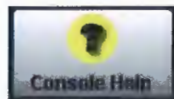
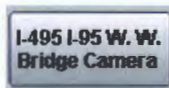
In addition to some of the dispatching functions described earlier in the document, Scout™ offers a wide variety of other functions. These provide the ability to create graphical rich and intuitive screens for the Scout™ user interface. Note that while the configuration options (fonts, colors, images, etc.) are extensive, generally a control is customized only once and then copied into the User Tool “Toolbox” for reuse with all screens built. This provides speed, simplicity, and consistency when building user screens. In some cases, it is necessary to upgrade VPGate or Outpost software or to add additional hardware to enable features.

Action Button

An Action Button is a Pad used for GUI navigation and other actions. Action Buttons can be configured with colors, fonts, graphics, and behaviors.

Examples:

- Direct a Browser window to retrieve the contents of a URL
- Exit the Application
- Navigate to a different screen, which could contain help, other circuits, maps, or functions
- Close a window and return to the previous window
- Toggle between full screen and window modes



Configuration Options

Activity History

The Activity History control displays the console's VOX activity to the dispatcher on a per line/per talkspurt basis. A talkspurt is defined as VOX that occurs on an active line. Every time this condition exists, a new talkspurt is created. Activity History allows you to perform callbacks on telephone endpoints and also allows you to play recorded talkspurts if you have Scout Instant Recall Recorder installed.

Activity History (11)				
Start Time	Endpoint	Talkgroup / F...	Status	Indications
Dur / Play	ANI / Caller ID	NAC Code		
14:20:43	Endpoint 1001	Freq 1		
00:18 ▶	555 555-1212	297	🔴	🔴
14:20:43	Endpoint 1004	Freq 4		
00:18 ▶	555 555-1212	29A	🔴	🔴
14:20:43	Endpoint 1007	Freq 7		
00:18 ▶	555 555-1212	29D	🔴	🔴
14:20:43	Endpoint 10010	Freq 10		
00:18 ▶	555 555-1212	2A0	🔴	🔴

0:00:18
Start: 14:20:43 Endpoint 1001
Prev for Line Play Next for Line Stop

Example

Audio Priorities	
Audio Settings	
Audio Settings - Breakback	
Audio Settings - VOX Detection	
Call Settings	
Cross Muting	
DTMF Call-In Codes	
Options	
Activity History Retention	10
Call Monitor Timeout	0
Patch Auto Join	No
Talkspurt Release Time	0
Paging Settings	

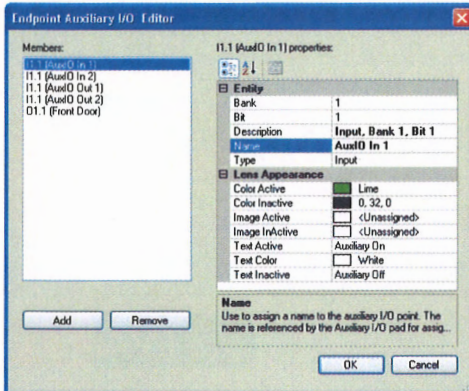
Configuration Options

Auxiliary I/O

The Auxiliary I/O Pad is used to display state information such as whether a door is open or to control a remote device such as a voter. The colors of the active and passive states and the text are configurable. In addition, an input alert can be configured to trigger an audible notification and a flashing notification.

Example:

- A door is closed making the indicator reflect the normal passive state.
- A door is opened making the indicator reflect the "active" state



Configuration Options

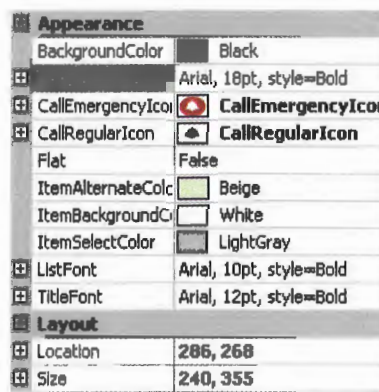
Browser Object

A Browser Object allows you to create an Internet Explorer compatible Web browser which may be placed anywhere in the user interface. Multiple instances are supported, with each having a dedicated, fixed URL. Action buttons can relate to this object to allow navigation to other URLs if desired. **Note:** Controls are limited to any that appear within the window, to inherently restrict usage.



Call Queue

The Call Queue provides the dispatcher a central place to reference all pending calls. The calls are listed first by priority (Emergency calls first over Regular calls), then by arrival time (oldest calls first). Each call can be displayed with an icon indicating whether the call is an emergency or a regular call. In addition, the Call Queue includes a configuration option that allows the Call Queue to display only calls that have both audible and visual indications. Default icons are provided.



Example

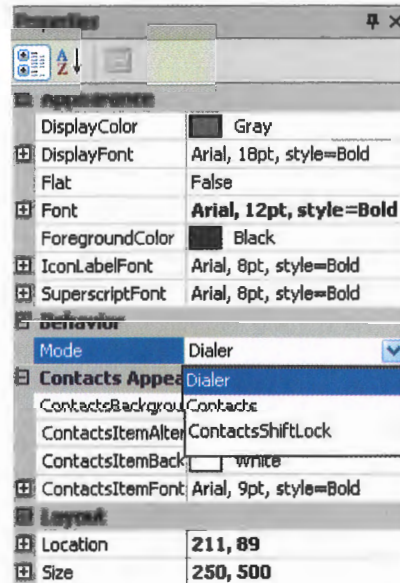
Configuration Options

Contact Dialer

The Contact Dialer control serves two purposes: First, it is used for DTMF dialing from its dial pad. Second, it can display contact groups and individual contacts within the groups. By selecting a contact from the group, the contact displays on the dial pad allowing the dispatcher to dial the number of the contact by simply pressing the Dial key on the dial pad. The Contact Dialer can be configured, on a per-console basis, to display the contact's name, the contact's number, or both. As an option, Scout supports the use of a programmable and a non-programmable commercial-off-the-shelf external keypad to use in place of the Contact Dialer, if desired. **Note:** The control can be displayed as a static control on a full screen or as a pop-up screen and supports decimal and hexadecimal dial strings.



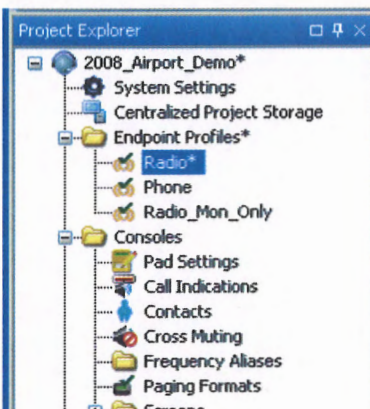
Example



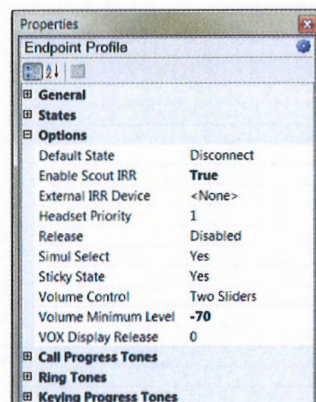
Configuration Options

Default Unselect

This feature allows administrative personnel to define whether a specific radio (or other non-supervised circuit) on a dispatcher's screen is always in a non-disconnected state.



Example

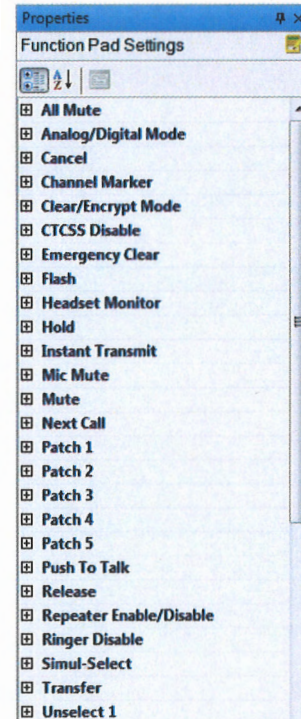


Configuration Options

Function Pads

Like the name infers, Function pads are used to initiate a particular screen "function" or action. A Function pad can be configured to any size and it can perform one of the following functions:

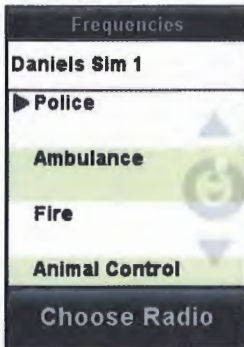
- All Mute or Mute
- Analog or Digital Mode
- Callback
- Cancel
- Channel Marker
- Channel Release
- Console Monitor
- CTCSS Disable
- Encrypt or Clear Encrypt
- Flash
- Forward Calls
- Headset Monitor
- Hold
- Instant Transmit
- Mic Mute
- Next Call
- Patch
- Push-to-Talk
- Release
- Repeater Enable/Disable
- Ringer Disable
- Set Frequency
- Simul-Select
- Supervisory Takeover
- Transfer
- Unselect



Note: Pad configuration options vary depending on the function selected.

Frequency Change

The Frequency Control allows a dispatcher to change the frequency on endpoints that are multi-frequency radios. Instead of F1, F2, F3, etc., Scout™ provides for a set of user assigned frequency aliases.



Example

Frequency Alias Configuration

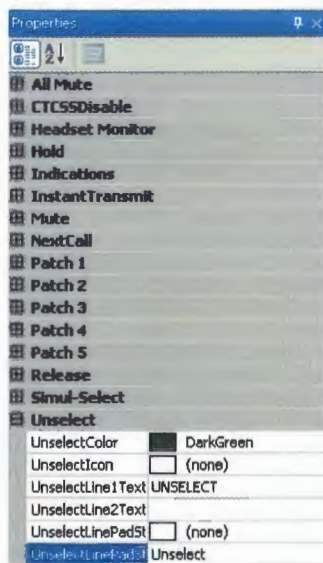
Frequency	Alias
Freq 1	Police
Freq 2	Ambulance
Freq 3	Fire
Freq 4	Animal Control
Freq 5	Freq 5
Freq 6	Freq 6
Freq 7	Freq 7
Freq 8	Freq 8
Freq 9	Freq 9
Freq 10	Freq 10

Configuration Options

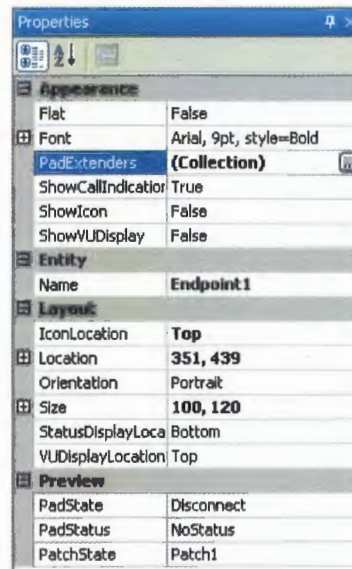
Line Pad

The Line Pad appears deceptively simple, yet it is one of the most powerful and configurable parts of the Scout™ User Interface. Some Line pad properties are project-level properties, meaning that you edit the property once and the change is applied to all of the Line pads on all of the screens in your project. Other Line pad properties are control-level properties, which means that property changes are only applied to the currently-selected control.

A Line Pad Extender control is also available. The pad extender can be used to display ANI information, in raw form or Aliased. See the following example.



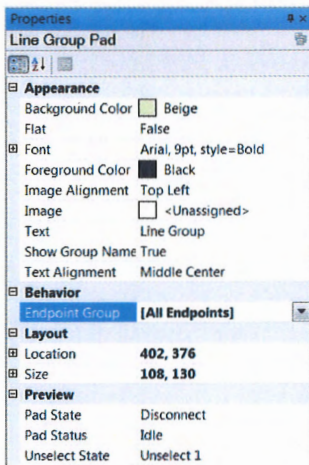
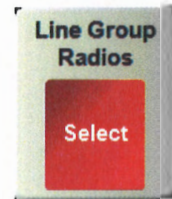
Project-Level Configuration Options



Control-Level Configuration Options

Line Group Pad

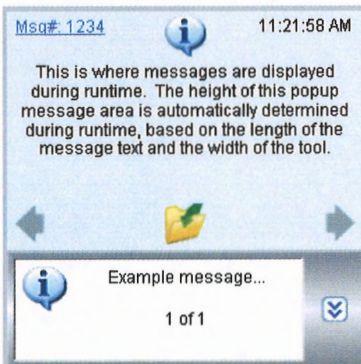
The Line Group pad allows the dispatcher to perform actions on a group of endpoints reducing the amount of time needed for repeat operations on large groups of endpoints.



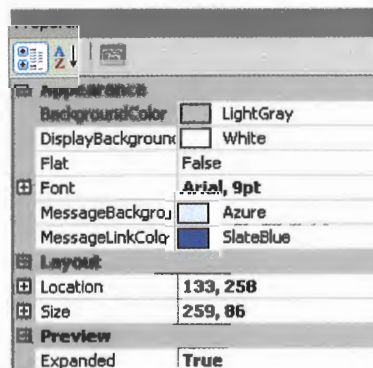
Configurable Options

Message Display

The Message Display control displays console messages to the dispatcher. It is comprised of two parts: the main control and the pop-up message box. The main control displays a one line message summary and buttons to open or close the pop-up message box. This box displays the full message, timestamp, and message ID number.



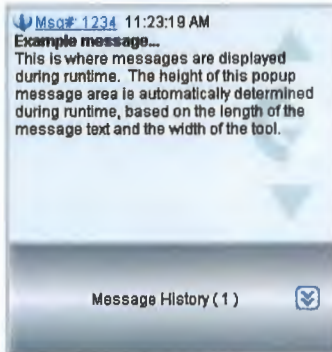
Example



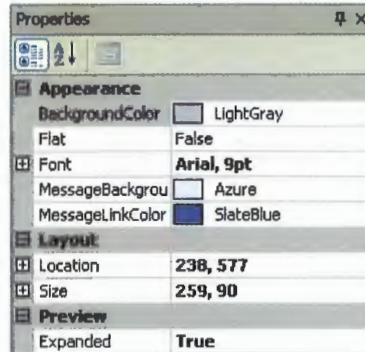
Configuration Options

Message History

The Message History control displays messages that the dispatcher has removed from the Message Display. It works like the Message Display. Also, note the touch-friendly scroll control that allows rapid scrolling on touchscreens.



Example



Configuration Options

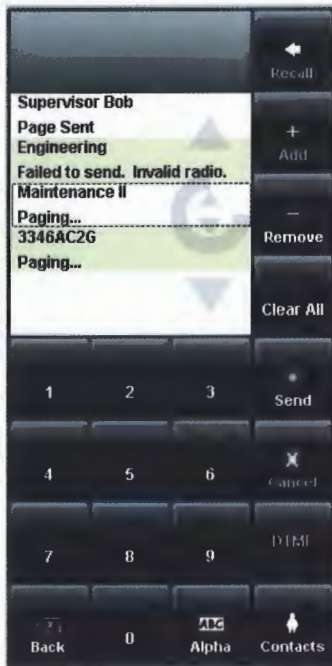
NENA Deskset

This interface provides connectivity and control signaling between the Scout console and a NENA-compliant external E911 Telephone deskset. This allows the Scout console to share a headset with a deskset in cases where fully integrated telephone operation is not desired or possible.

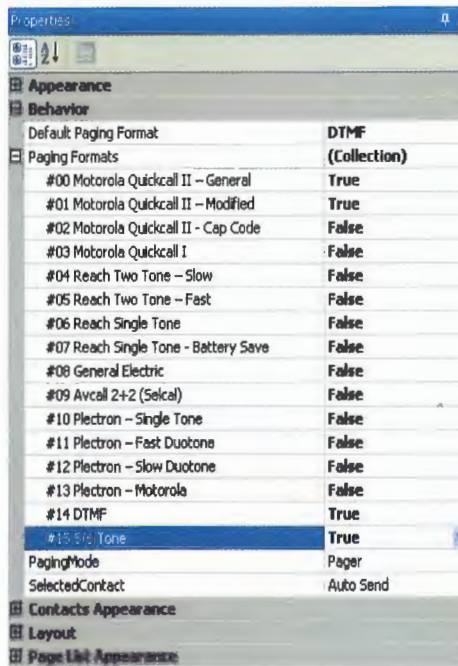


Paging Dialer

The Paging dialer is a control that supports a variety of paging formats, as shown in the Properties menu. You can also add a custom format by modifying an existing format. Stacking, Steering, and Auto-paging features are all supported. Scout supports both sequential paging and parallel paging.



Example



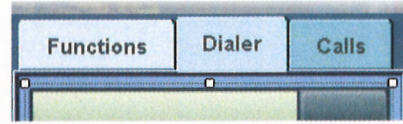
Configuration Options

Panel Tab Control

Tab controls allow creation of embedded tabbed panels within the user interface.

Can be configured for:

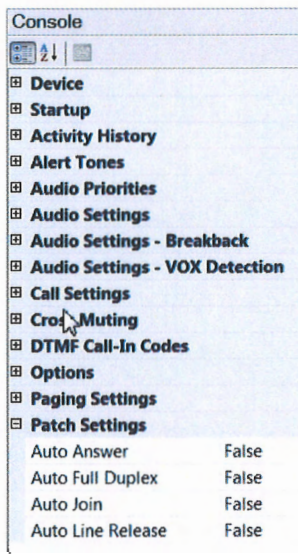
- Font
- Color
- Size
- Appearance



Patch Functions

There are many patching features that allow administrative personnel the flexibility to configure patching behavior. They include whether:

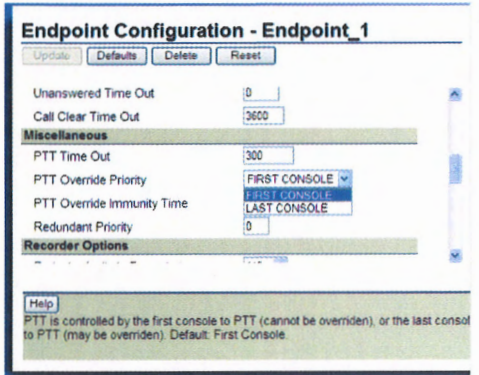
- A console automatically joins a patch when a line has been placed into the patch
- PTT is required when a patch is full duplex
- A dispatcher can place a call directly into a patch without leaving the patch
- A dispatcher can remove a line from a patch without leaving the patch
- A dispatcher receives a patch timeout notification
- A dispatcher can use */# patch keying for telephone endpoints
- A dispatcher can use COR patch keying (or VOX keying) for Outpost, NXU2, and P25 DFSI endpoints.



Configuration Options

PTT Override

This feature allows administrators to configure VPGate to allow dispatchers to override each other's PTT for cases where multiple dispatchers have the same simplex endpoint on their screen and are using Monitor Outbound Audio to hear each other's outbound conversation to the field in a party-line fashion.

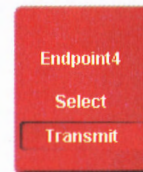


PTT Indicators

There are two types of PTT Indicators: Hardware (input from PTT switch or mouse click) and Positive PTT indication (endpoint confirmation, displayed on line pad).

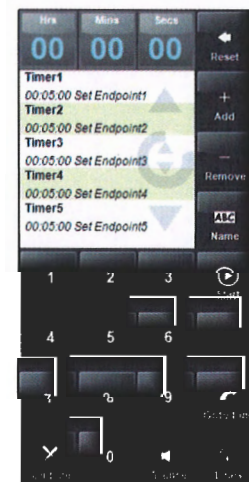
Can be configured for:

- Font
- Color
- Size
- Appearance



Timer Tool

The Console Timer is one tool that provides up to 20 different timer settings that can be used as reminders for any type of need. The dispatcher can set each timer as a standalone timer or as a timer associated with a specific endpoint. Designed to allow settings for hours, minutes, and seconds, the timer can remain on the Scout User Interface to let the dispatcher see the timer count down. When the timed countdown expires, the timer provides both audible and visual indications to the dispatcher. The timer includes a variety of controls including Start, Reset, Remove, Add, Goto Line, and Name, which is used to provide a label for the timer.



Transfer Function

Transferring a call involves receiving a call at one extension and then transferring or passing the call to another extension and freeing your extension.

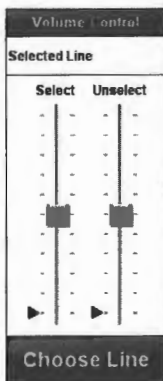


There are three types of call transfers:

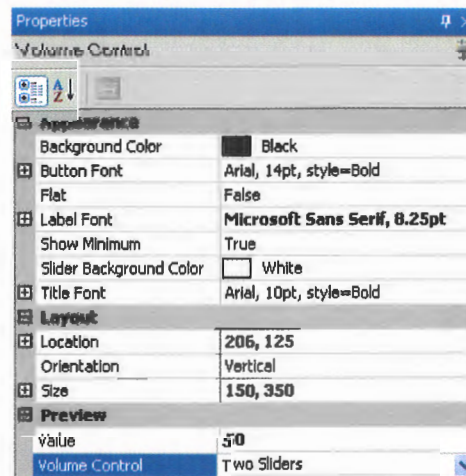
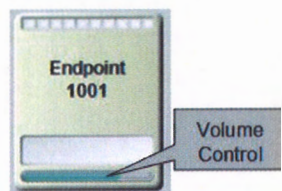
- **Blind Transfer** — The process of transferring a call to another extension or phone number without telling the person who is receiving the transferred call that they are about to receive the call. Blind transfers are sometimes called cold transfers or unsupervised transfers.
- **Attended Transfer** — The process of transferring a call where before actually transferring to the destination, the call is put on hold and another call is initiated to confirm whether the second party wants to take the call or not. During an attended transfer, you can also flash back and forth between both parties if necessary. Attended transfers are sometimes called supervised or consultative transfers.
- **Console Transfer** — The process of transferring a call from one dispatcher's console to another dispatcher's console. Console transfers support only phone endpoints. Transferring an existing intercom call between two dispatchers to another console is not supported.

Volume Control

The volume control feature manipulates the Select and Unselect volume of individual endpoints and is enabled per console position.



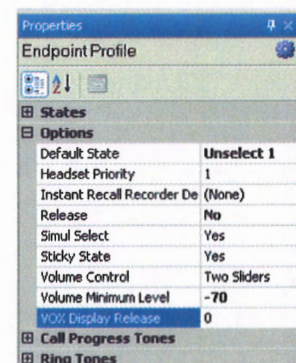
Example



Configuration Options

VOX Display Release

This feature extends the VOX indication (receive audio indication) on a radio pad for up to 30 seconds after audio ends to allow the Dispatcher to more easily see where the audio just heard originated.

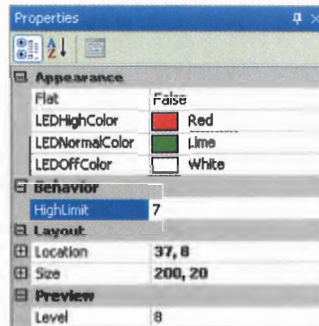


VU Meter

The VU Meter is a control that displays the amplitude of outbound audio from the dispatcher's console position. It can be added to all screens.



Example



Configuration Options

Advanced Radio Control

Scout defines advanced radios as those with features beyond basic “push-to-talk, release to listen.” Some use legacy technology such as MDC1200 and iDEN while others are on the cutting edge and include DMR, MOTOTRBO™, NXDN, and P25. This set of features provides GUI controls to support advanced radio control features for radio systems connected to the Scout system. The screen controls work the same way for any technology, since VPGate hides the complexity of each radio technology from the Dispatcher.

- **Group Call:** This feature allows the dispatcher to control a talkgroup. If the radio protocol supports it, Scout presents an inbound call; otherwise, Scout provides VOX indications for audio activity.
- **Private Call:** This feature allows the dispatcher to pick a specific mobile or portable radio to establish a conversation. Maintenance personnel can provide a pre-defined list of contacts from which the dispatcher can choose, or he can manually initiate a call to the desired radio. When using the pre-defined list, the contact manager filters the contacts for the appropriate radio infrastructure. For example, if the dispatcher has an MPT1327 radio selected, the list is filtered to show only MPT1327 radios and contacts with an iDEN radio.
- **Call Alert:** Certain radio systems, iDEN for example, have the concept of Call Alert. This function allows the dispatcher to alert a specific mobile or portable that the dispatcher wishes to talk with them.
- **Emergency Call Display:** Certain radio systems have the concept of an emergency state. This implies that a mobile or portable can declare an emergency, which is displayed on the console as an emergency call. When the call-in is answered by the dispatcher, the emergency call indication remains, and the radio system still considers the call to be in an emergency state. This feature will allow the dispatchers to know that the calling radio is still in emergency mode.
- **Emergency State Clear:** Once the emergency is resolved, the dispatcher can then use a separate control, Emergency State Clear, to clear the emergency state indication on all the consoles and the radio system.
- **Progress Tones:** Certain radio systems may not always grant a channel to the Dispatcher when they attempt a transmission (PTT). This feature provides the dispatcher with audible indications on the progress of his transmission request. If the failed indication is played, he knows that the system has denied his request for whatever reason and he can release PTT and try again. The grant indication notifies the dispatcher that the radio system has granted a channel and he can

talk over the air. If the Dispatcher is overridden, a cancelled tone will be played to alert them the transmission has ceased.

- **Clear Call:** Message trunked systems like MPT1327 assign a call to a frequency until the call is terminated. If both sides are finished and neither side terminates the call, the frequency is tied up until it is timed out by the radio system. On the console side, it is hard to determine when the "call" is finished. This feature allows the dispatcher to determine when to terminate the call but not affect the current state of the line. For example, if a talkgroup is in Select with an active call, this command would tell the trunking controller to terminate the call but leave the line in Select on the Dispatcher's console. This allows the Dispatcher to start up another conversation on the same channel.

Scout Diagnostics

Scout Diagnostics acts as a diagnostic subsystem for Scout by providing statistical reports for call and dispatcher activity and an easy-to-use alarm management feature.

Scout Reports

Scout Reports, an optional statistical reporting feature of Scout Diagnostics, is part of a premium package for the Scout Diagnostics system, available for an additional charge and loaded via a separate Scout Reports DVD. Designed to provide a Scout System Administrator the capability to manage the dispatch center and its employees based on call activity, Scout Diagnostics' reporting features include a Dashboard to provide at-a-glance call and activity statistics, and a variety of statistical reports that build in a web browser window.

For customers who purchase Scout Reports, Scout Diagnostics opens to the Dashboard, which is user-configurable to display up to six widgets that provide immediate, real-time summary information. One widget provides Alarm Summary information for each software system including the number of active alarms and the number of unacknowledged alarms. Other widgets present data for active calls and pending calls in addition to call data grouped by console, dispatcher, and endpoints. Once on the Dashboard, the widgets can be dragged and dropped to arrange them as needed.

The statistical reports, which track statistics for calls, dispatcher activity, and trends in the dispatching center, allow the Scout System Administrator to understand resource usage and to level workloads during peak demand times. The reports include a Call Summary Report, a Call Log Report, an Activity Summary Report, an Activity Log Report, and a Trend Analysis Report and they provide data surrounding the following activities:

- Dispatchers with the most activity
- Activities that occur most often
- Amount of time spent with passive monitoring
- Amount of time spent with active calls

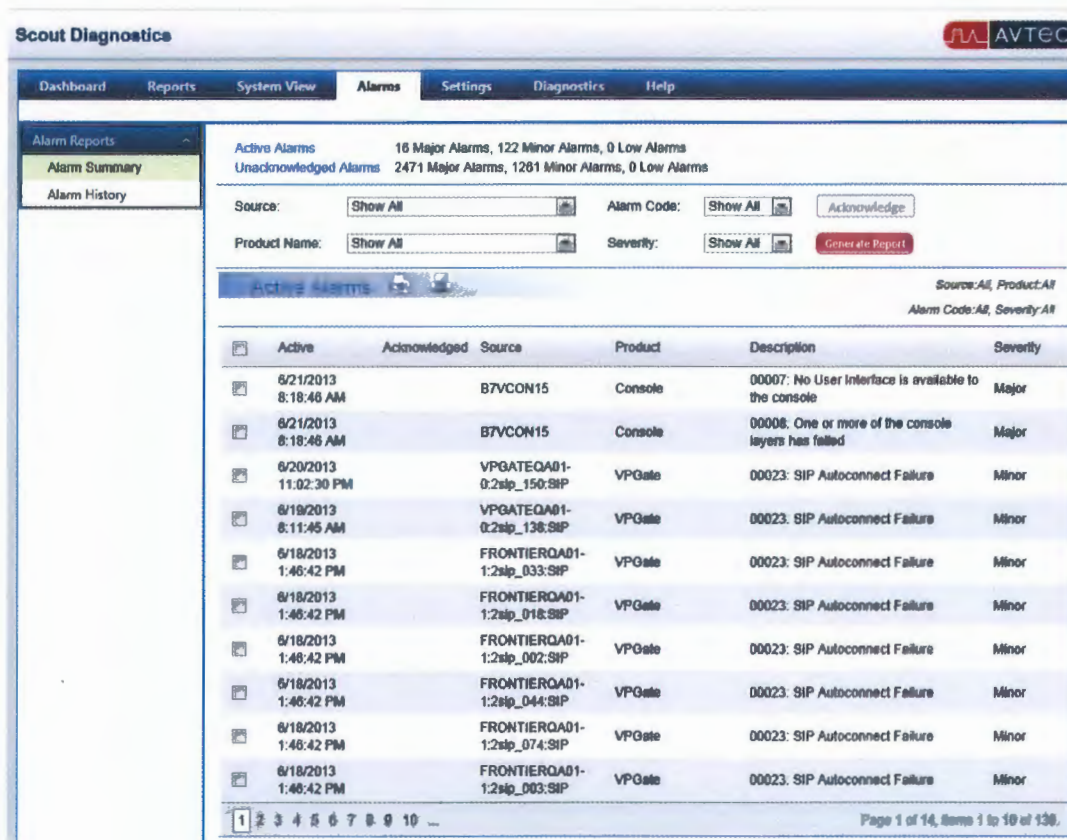
The Scout Reports feature generates reports customized by date range and other specific data. For example, the Call Reports include options for call direction; and the Trend Analysis Report includes a choice to limit the report to active dispatchers as well as the choice to include PTT, VOX, and State Change data. When generated, the reports build based on a snapshot of the available data. Most reports can be exported to a file in CSV format or printed as necessary.

Centralized Diagnostics

The Diagnostics component of the Scout Diagnostics system provides an easy-to-use alarm management system. The Diagnostics component provides access to viewing and acknowledging system alarms and events and also provides the option to run alarm and event reports by alarm or event source, by software component name, by alarm code, or by severity. The Diagnostics component addresses all aspects of the Scout Console including Scout™, VPGate™, and Outpost™.

In addition, the Diagnostics component provides a System View for each major component of the Scout System including CPS, Scout Consoles, VPGate and Frontier systems, and endpoints. The System View provides a quick method for administrators to check network health and to help troubleshoot issues that occur.

Scout Diagnostics is accessible through the Scout Project Manager or a regular web browser from anywhere in the network. Scout Diagnostics displays active alarms and alarm history, and the system supports sorting, filtering, and export functions.



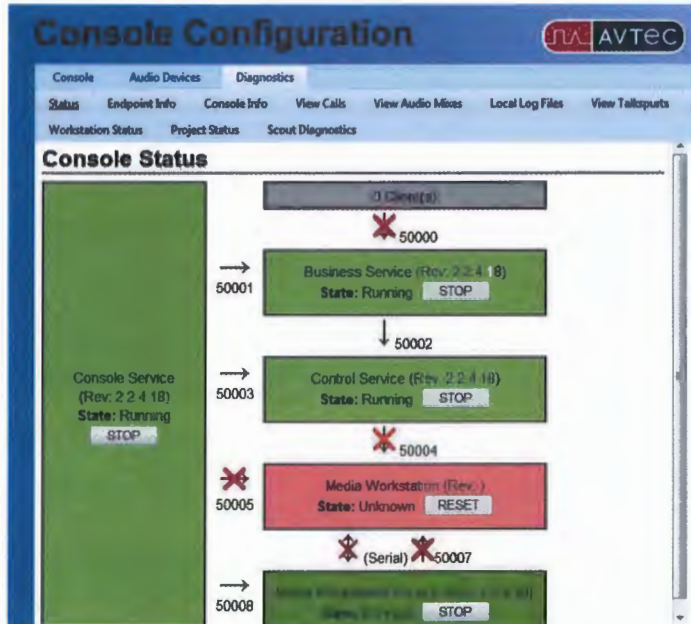
The screenshot shows the Scout Diagnostics web interface. At the top, there is a navigation bar with tabs for Dashboard, Reports, System View, Alarms, Settings, Diagnostics, and Help. The 'Alarms' tab is selected. Below the navigation bar, there is a summary section showing 'Active Alarms: 16 Major Alarms, 122 Minor Alarms, 0 Low Alarms' and 'Unacknowledged Alarms: 2471 Major Alarms, 1261 Minor Alarms, 0 Low Alarms'. There are filters for Source, Product Name, Alarm Code, and Severity, each with a 'Show All' button. There are also buttons for 'Acknowledge' and 'Generate Report'. Below the filters is a table of active alarms. The table has columns for Active, Acknowledged, Source, Product, Description, and Severity. The table contains 16 rows of alarm data. At the bottom of the table, there is a pagination control showing 'Page 1 of 14, Items 1 to 10 of 130'.

Active	Acknowledged	Source	Product	Description	Severity
6/21/2013 8:18:46 AM		B7VCON15	Console	00007: No User Interface is available to the console	Major
6/21/2013 8:18:46 AM		B7VCON15	Console	00008: One or more of the console layers has failed	Major
6/20/2013 11:02:30 PM		VPGATEQA01-0:2slp_150:SIP	VPGate	00023: SIP Autoconnect Failure	Minor
6/19/2013 8:11:45 AM		VPGATEQA01-0:2slp_138:SIP	VPGate	00023: SIP Autoconnect Failure	Minor
6/18/2013 1:46:42 PM		FRONTIERQA01-1:2slp_033:SIP	VPGate	00023: SIP Autoconnect Failure	Minor
6/18/2013 1:46:42 PM		FRONTIERQA01-1:2slp_018:SIP	VPGate	00023: SIP Autoconnect Failure	Minor
6/18/2013 1:46:42 PM		FRONTIERQA01-1:2slp_002:SIP	VPGate	00023: SIP Autoconnect Failure	Minor
6/18/2013 1:46:42 PM		FRONTIERQA01-1:2slp_044:SIP	VPGate	00023: SIP Autoconnect Failure	Minor
6/18/2013 1:46:42 PM		FRONTIERQA01-1:2slp_074:SIP	VPGate	00023: SIP Autoconnect Failure	Minor
6/18/2013 1:46:42 PM		FRONTIERQA01-1:2slp_003:SIP	VPGate	00023: SIP Autoconnect Failure	Minor

Remote Console Diagnostics

Detailed console diagnostics are provided to verify status of all console position software modules. The remote diagnostics allow real-time viewing of active calls, internal audio settings, and statistics on network performance per endpoint. Detailed log files are also stored on all system elements to ensure the ability to pinpoint issues quickly. The Scout system also supports SNMP messages to allow Network

Administrators to view events and alarms from an integrated management console for multiple types of equipment.



The Scout Console diagnostics display each software and hardware element of the console position, color coded to indicate status. In this example, the media workstation is not responding. Notice that each element is denoted with its IP port number as well.

Voice Logging Recorder Interface

Scout Logging Recorder Options

There are two methods to connect an archival (logging) recorder to the Scout system, analog or IP. The following table outlines which methods are supported for various audio sources.

Audio Source to be Recorded	Analog Method	IP Method
Console Select	Yes via Media Workstation Plus AP Port	Yes via media workstation audio forwarding
Console Unselect	Yes via Media Workstation Plus AP Port	Yes via media workstation audio forwarding
Radios or other Outpost connected circuits	Yes via 2 nd Radio Port	Yes via VPGate audio forwarding or packet sniffing
SIP Telephony devices	No	Yes via VPGate audio forwarding or packet sniffing
Non-Avtec endpoints (NXU2A, etc.)	No	Yes via VPGate audio forwarding or packet sniffing

Analog Recording

When using the Media Workstation Plus, analog recording is supported for the console and for Outpost connected radios/circuits only. For analog console recording, audio is sourced on the back of the Media Workstation Plus using an Avtec Audio Peripheral Port. The software media workstation does not support analog recording.

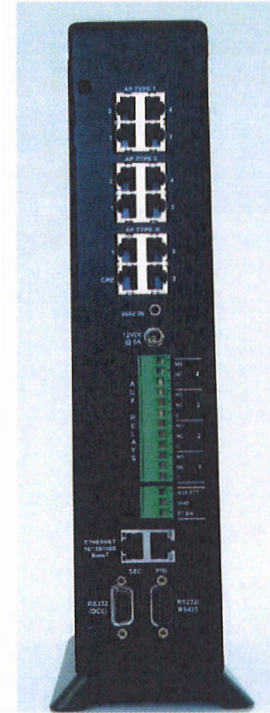
AP port configuration is best performed using the Scout Project Manager software via the Console Configuration webpage. The available sources of audio are Console Select audio and Console Unselect audio. **Note:** If analog audio recording is configured, you cannot use IP audio recording for console audio logging. With respect to console select and unselect audio, analog or IP logging is a mutually exclusive configuration. You can use analog audio logging for consoles and IP logging for endpoints (lines).

Select Channel Audio

For Select channel audio, the configuration options are which AP Port to use to source the audio, should metadata be captured with the voice audio, and whether to include microphone audio with the select audio when recording. For analog audio, the electrical interface is 600 ohms balanced at 0 dB levels.

Unselect Channel Audio

For Unselect channel audio, the configuration option is which AP Port to use to source the audio. For analog audio, the electrical interface is 600 ohms balanced at 0 dB levels.



IP Recording

VoIP recording supports both console and endpoint (line) recording. There are two methods for IP recording: Packet Sniffing and Audio Forwarding. Scout supports codecs G.711, G.729.a, and G.726 (16K, 24K, 32K, 40K). Endpoint forwarding and packet sniffing will be based on the endpoint codec selection. Console forwarding allows the codec to be selected.

Audio Format

Scout audio streams utilize Real Time Protocol (RTP) packets which conform to the RFC 3550 standard without RTCP. A separate stream is transmitted for each side of the conversation, requiring the logging recorder to mix the streams for coherent playback.

For undefined payloads, the following types are used:

- G.726 – 16kb = 96
- G.726 – 24kb = 97
- G.726 – 32kb = 98
- G.726 – 40kb = 99

Packet Sniffing

Packet sniffing records endpoint audio only. Packet sniffing requires the Ethernet switch to have a SPAN port. Unlike hubs, Ethernet switches usually prevent promiscuous sniffing. In a switched network environment, an audio recorder would be limited to capturing broadcast and multicast packets. However, most modern switches support SPAN, or so-called "port mirroring" which is an advanced feature that enables Ethernet switches to forward all packets to one or more switch ports and allows the

audio recorder to capture network traffic of the whole LAN. The recorder then has to sort out which packets are audio and then record and tag them with appropriate search criteria.

Audio Forwarding

VPGate can be configured to forward endpoint (line) audio and the Console can be configured to forward Select and/or Unselect audio to an IP logging recorder. Endpoint audio forwarding is configured in the VPGate webpage using the Scout Project Manager software. To forward endpoint (line) audio to an IP logging recorder, an audio forwarding driver is configured for the desired endpoint.

For audio transmitted toward the endpoint (line), VPGate can be configured to forward packets to up to four separate IP addresses and UDP ports. An example of a device might be a recorder or a separate PC with an audio monitoring application.

For audio received from the endpoint (line), VPGate can be configured to forward packets to four separate IP addresses and UDP ports. An example of a device might be a recorder or a separate PC with an audio monitoring application.

Beep Tone

Beep tone is generated by the media workstation and can be configured to alert either the dispatcher or the calling party that they are being recorded. Beep tone toward the dispatcher is mixed in as side tone in the headset or into the select audio speaker.

Beep tone toward the caller is mixed into the transmit audio stream when a line configured for full duplex audio is selected. If the line is not configured for full duplex audio, beep tone is generated only when the dispatcher presses his PTT button to talk. Beep tone frequency, duration and interval are configured on a system wide basis.

Capturing Conversation Talkspurt Metadata

When Scout sends voice audio to logging recorders, the audio can be accompanied by additional data that provides details about the voice conversation. This additional data, often known as descriptive metadata, includes information such as console ID for the console recording the data, the user login name, the endpoint name, and the endpoint type. The group of more than 20 metadata parameters that Scout sends to the logging recorder varies based on the type of endpoint in use. For example, some parameters pertain to only radios while others pertain to both radios and SIP phones. The metadata details that the Scout user sees is dependent upon the type of logging recorder in use and its display capabilities.

Certified Logging Recorders

Avtec certified logging recorders from the following vendors as fully compatible with Scout:

- Eventide, Inc.
- EXACOM, Inc.
- HigherGround, Inc.
- Verint Systems Inc.
- Voice Print International (VPI), Inc.
- NICE

Ethernet Network, Bandwidth, and QoS

A Scout VoIP Console requires an IP network to interconnect all of the elements, from the consoles, to the VPGates, to the VoIP endpoints. The Customer IT department generally provides Ethernet infrastructure. The minimum requirements are 100Mb switched Ethernet and it must be compatible and configured to recognize DSCP marked packets to ensure the proper Quality of Service (QoS). LAN segments must support multicast. The Scout™ system uses a QoS technique called Diffserv code point (DSCP). Packets are marked using the Type of Service (ToS) field in the packet header. The network infrastructure must be compatible and configured to recognize DSCP marked packets and act on them accordingly to ensure the proper QoS.

Each Scout Console requires two Ethernet connections, one for the PC and one for the media workstation. VPGates each require one Ethernet port, as do each endpoint device. **Note:** An Outpost™ requires only one Ethernet port even though it supports two audio connections.

Specifying bandwidth needed for VoIP consoles is difficult as there are a number of variables that come into play. Demand varies and depends on voice activity levels, radio monitoring, maintenance activities, and network design. The segment of the network experiencing the load will depend on the connected devices.

VPGate™ communicates to all endpoints via unicast. In general, adding 16kbps to codec requirements (which range from 64kbs for G.711 to 8kbs for G.729a) for the RTP and UDP headers is a reasonable approach for audio transport. For half-duplex devices such as most radio endpoints, only one-way audio must be counted. Finally, silence suppression must be taken into account. If the radio endpoints are all muted, then little or no data will be transmitted.

A typical Outpost™ to VPGate™ IP connection for one radio will consume 30 kbps to 86 kbps for audio transmission during activity; when the radio is squelched, “silence suppression” is used. (**Note:** Unlike other systems, this endpoint traffic is unicast to reduce multicast on the WAN.) Control and keep-alive messages are trivial and add only about 1-3 percent additional overhead.

For efficiency on the LAN, VPGate™ forwards the unicast packets from Outpost and other endpoints via multicast to the Scout™ consoles. Whenever an endpoint is active and transmitting its audio to VPGate, it is automatically forwarded whether 1 or 50 consoles have that endpoint selected or monitored.

The main contributors to latency in the proposed architecture are the sum of the network transit time and the jitter buffer size. The jitter buffer may be user-tuned on a per-device basis; both the Outpost™ and media workstation have this capability. These products support variable packet sizes down to 20ms, which allows the buffer to be set at 60ms. In some endpoints such as the JPS NXU2A, the minimum packet size is 100ms, requiring a jitter buffer of at least 300ms. A goal of < 150ms end-to-end latency is desirable, but in half-duplex radio communications, < 300ms is generally good enough.

P25 Digital Fixed Station Interface

Scout's Wireline Interface to a P25 Conventional Radio System (DFSI)

Avtec's Scout VoIP console system supports P25 Standards with interfaces that provide connectivity to both conventional P25 radios using the Digital Fixed Station Interface (DFSI) and to P25 trunked radio systems using the Console Subsystem Interface (CSSI). Developed as a suite of standards for digital communications, Project 25 (P25) is an important component for most public safety and government agency communication. The standards combine requirements that meet today's public safety needs with tomorrow's needs by defining a migration path for multi-vendor, interoperable communication.

Scout supports P25 DFSI-compliant radios from the following manufacturers:

- Tait Radio Communications TB9100 base station/repeater
- Daniels Electronics P25-compliant RF modules, base stations and repeaters

Note: Daniels Electronics Ltd. was acquired by Codan Radio Communications in August 2012.

In addition to the P25-specific features that Scout supports, P25 DFSI endpoints in a Scout Console system benefit from the standard Scout Console features. This guide describes Scout's capabilities with a conventional P25 DFSI radio system.

Capabilities-at-a-Glance

Scout supports the following console features for P25 DFSI endpoints. In addition to the P25 DFSI specific features, standard console features are fully supported for P25 endpoints, including Patch, Select, Unselect, and Simul-Select.

Capability (Avtec Term)	P25 DFSI Term (if different)	Description
Interface Method		Scout is the first true VoIP console system to support the <i>Project 25 Fixed Station Interface, Messages and Procedures</i> (TIA-102.BAHA) standard. Audio packets from the mobile radio are transported using the P25 Common Air Interface to the base station and forwarded by Internet Protocol to the console system. The Digital Fixed Station Interface (DFSI) uses UDP, RTP, and IMBE™ to transmit audio and control information over an Ethernet network.
Controls		
Activity History with integrated Instant Recall Recorder (IRR)		Activity History and Instant Recall Recorder (IRR) are Scout tools that allow the dispatcher to see a history of past conversations or to replay audio from past conversations for analysis or clarification. Note: Integrated IRR is an optional feature of Scout.
Default Frequency	Channel Group	VPGate lets you select a default frequency for each P25 DFSI endpoint that is defined.
Encryption Key Manager	Key Fill Device support Key Loader	When VPGate Advanced Radio Support is installed, Avtec Encryption Key Manager lets you load multiple encryption keysets for use by P25 endpoints. Up to 32 keys can be designated for use through the P25 DFSI driver. The associated key IDs or aliases are displayed on the console. Keys can be entered manually or by using a Key Fill Device (KFD) and can use the DES or AES encryption algorithms.
Encryption Key Selection		The Encryption Key Selection control lets a dispatcher choose the key to use when contacting a selected endpoint. Up to 32 possible keys can be defined. If an alias name is assigned, the tool also displays the key alias name. The Encryption Key Receive pad extender lets the dispatcher, by a single touch, select the encryption key used for incoming audio as the same one to use when transmitting to an endpoint.
Failsoft Mode		Scout supports Failsoft operation with an EADS / Tait trunking system. When a repeater loses contact with the site controller, communication can continue in conventional mode. The only functions available during failsoft when using P25 DFSI are: Group Call, Private Call, Encryption, Analog / Digital audio, and Link Control messages.
Frequency Selection	Select NAC Channel Group	Scout lets the dispatcher select from up to 32 frequencies or channels when communicating with an endpoint.

Capability (Avtec Term)	P25 DFSI Term (if different)	Description
Group Call	Confirmed / Unconfirmed Group Call	<p>Group Calls allow the Scout Console to affiliate with a group of subscriber radios for the purpose of establishing voice communication between the dispatcher and the group of subscribers. All members of the group hear the conversation.</p> <p>For a Confirmed Group Call, the radio network confirms that each subscriber unit has access to an available channel before completing the call.</p>
Keying Progress Indications		Scout presents an audible indication to the dispatcher for Granted, Queued, Failed, or Canceled PTT requests.
Multi-Group Call	Announcement Group	Multi-Group Calls, also known as Announcement Groups, allow the Scout Console to affiliate with multiple groups of P25 subscriber radios for the purpose of establishing voice communication between the dispatcher and the groups of subscribers.
Patch		<p>Normally, radio endpoints communicate on different frequencies using different infrastructure equipment and therefore cannot communicate with one another. Patching lets the dispatcher connect a group or unit to other radio or telephone endpoints so that P25 subscriber units can communicate with subscriber units of other radio technologies or PSTN lines. The console patch establishes a communication path between two or more endpoints that are normally unable to communicate with each other.</p> <p>Scout patching does not use dynamic regrouping.</p> <p>Note: When encrypted and unencrypted endpoints are in a patch, the encrypted audio is sent in unencrypted format to the endpoint that does not use encryption.</p>
Repeater Enable/Disable		<p>The Repeater Enable/Disable function lets a dispatcher control a radio repeater from the console by turning it on or off for a particular endpoint.</p> <p>The Repeater Enable/Disable Pad is a toggle pad; press it once to enable the function and press it again to disable it.</p>
System All Call		A System All Call allows the Scout Console to affiliate with a specially designated group for the purpose of establishing voice communication between the dispatcher and all of the subscriber units within the P25 radio system.
Subscriber Signaling		
Alert Tone Generation		<p>Scout has the capability to generate alert tones to various endpoints, including P25 radios. These tones include:</p> <ul style="list-style-type: none"> ■ Channel Marker ■ Keying Tones ■ Guard Tones ■ Function Tones <p>Scout can also send alert tone specifications as an alternative to .wav files. This is primarily used for P25 endpoints but can also be used for other conventional endpoints, when alert tone .wav files cannot produce the desired audible tone.</p>

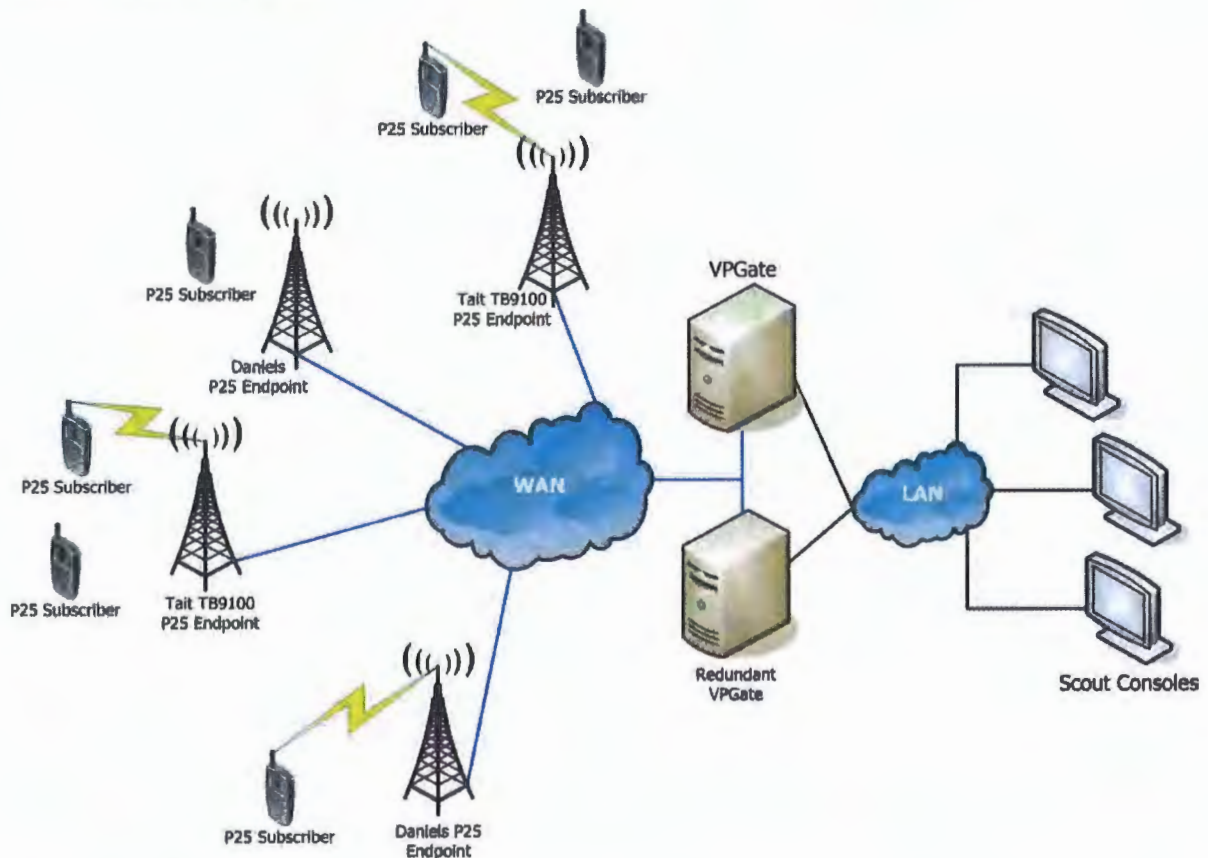
Capability (Avtec Term)	P25 DFSI Term (if different)	Description
AMBE+ Vocoder		Scout uses the latest AMBE+2 enhanced full rate vocoder with improved forward error correction (FEC) and noise reduction for improved audio quality in noisy environments.
Auto Contact Pad		An Auto Contact Pad initiates a unit call or unit alert using a preconfigured icon on the Scout Console User Interface. By minimizing keystrokes, the auto contact pad serves as a short cut for the dispatcher.
Channel Marker		A Channel Marker is a tone that is transmitted by the Scout Console to alert users that the selected channel has been placed in a priority status and routine transmissions should not be made on that channel.
CTCSS Enable/Disable		<p>CTCSS Disable is a function pad that lets the dispatcher listen in on a radio line without actually keying the field radio. You can clear the CTCSS Disable mode by transmitting on the selected line pad that is in CTCSS Disable mode.</p> <p>Scout lets you define the frequency of the function tone that a console sends to the Outpost device that instructs the device to send a command to the radio to enable the Disable CTCSS feature.</p>
Emergency Call / State	Emergency Alarm Emergency Group Call	<p>An Emergency State alerts the dispatcher of an emergency declaration from a subscriber unit on the associated talkgroup icon. An Emergency Call is a call with a higher priority level than a regular call.</p> <p>When pressed, the emergency button on a subscriber unit signals Scout to perform two actions:</p> <ul style="list-style-type: none"> ■ The driver sets an emergency state for the endpoint on the Scout Console. ■ The driver creates an emergency call to the Scout Console. <p>The alarm state is cleared when a dispatcher touches the Emergency Clear pad on the screen.</p>
Encryption Enable / Disable		The dispatcher uses the Encryption Enable / Disable feature to choose whether voice transmissions are encoded to prevent unauthorized listening. When Encryption is enabled, Scout lets you manage encryption keys and select which key to use when transmitting.
Late Entry		The Late Entry feature allows a dispatcher to join an ongoing conversation on a talkgroup and hear the current transmission immediately instead of waiting for the next transmission.
Low Speed Data		<p>Low Speed Data is messaging data that comes across in the voice stream. Scout sends the data to a third party using the Data Forwarding Driver.</p> <p>For example, a public safety official who is first on the scene of an incident could send low speed data to relay a GPS location to a mapping system.</p>
PTT ID with Alias (ANI)	ANI Alias	Push-to-Talk (PTT) ID displays the subscriber unit ID on the associated endpoint pad and in Activity History. PTT ID Alias changes the PTT ID from a numeric ID to an alphanumeric string. For example, PTT ID 2527 can be aliased to "Fire Engine 27."

Capability (Avtec Term)	P25 DFSI Term (if different)	Description
Short Message		<p>A Short Message is data used to send various information. Scout receives and processes inbound requests and sends the data to a third party using either the optional CAD Interface or the Data Forwarding Driver.</p> <p>For example, a CAD application could send a short message to a properly equipped radio, signaling the radio to change frequencies for an upcoming announcement. Or as another example, the message could be used to generate an inbound call or an inbound emergency call to Scout.</p>
Status Update		<p>A Status Update message is a data message that relays subscriber unit status. Scout receives and processes inbound messages and sends the data to a third party using either the CAD Interface or the Data Forwarding Driver.</p> <p>For example, a field technician with a subscriber unit could send a status message to say that he had reached the intended destination. Or as another example, the message could be used to generate an inbound call or an inbound emergency call to Scout.</p>
Unit Alert	Call Alert	<p>A Unit Alert contacts either the dispatcher or a subscriber. If the person was away from the console or vehicle, the alert leaves an indication that someone tried to make contact. Or the alert could be a message to the dispatcher or the subscriber such as "call me when you get time."</p>
Unit Call	Unit-to-Unit Individual Voice Call	<p>A Unit-to-Unit call establishes a private voice call between the dispatcher and an individual subscriber unit.</p>
Unit Check		<p>A Unit Check is a signal to the field that verifies that a subscriber unit is in working order and in range.</p>
Unit Monitor		<p>Scout can monitor a remote location by keying the subscriber unit to hear any sound at the remote location. There is no indication on the subscriber unit that monitoring is in progress.</p>
Unit Stun / Revive		<p>The Stun feature allows the Scout Console to send a command to a mobile radio that temporarily disables the unit. The Revive feature allows the Scout Console to reverse a Unit Stun command and enable a mobile radio that was disabled by a previous Unit Stun.</p>

Connections

For conventional systems, Project 25 established the P25 Digital Fixed Station Interface (DFSI) standard for connecting a console subsystem such as Scout to a conventional digital radio network. The P25 DFSI driver provides a VoIP connection between the Scout Consoles and the P25 radio system as defined in the TIA-102.BAHA DFSI standard. The connection from VPGate to the P25 radio system uses standard IP transport to communicate with the P25 system.

Basic P25 DFSI System



The diagram above illustrates a basic setup between the Scout Console Subsystem and a P25 DFSI radio subsystem. Two VPGates provide redundancy to ensure connectivity in the event one VPGate suffers a failure. With respect to the Scout Console subsystem, a P25 DFSI endpoint is a licensed connection that can be used by the console positions to establish voice communication with P25 subscriber units through the P25 infrastructure.

Redundant P25 DFSI base stations can be deployed when connecting to a high-value endpoint. For this configuration, a primary and a backup base station must be defined for the single endpoint, so that VPGate can switch between the two base stations if one should become unavailable. The Redundant Controller driver must be used to control the VPGate communication between the Console and the Endpoint when multiple endpoint drivers are used on the same endpoint driver chain. This configuration involves redundant endpoints and is not the same as VPGate redundancy.

Licensing

The direct IP interface between the Scout VoIP Console Subsystem and the P25 DFSI radio system is controlled by software licensing. Review the following information to learn more about the type and quantity of licenses required for an interface to a P25 DFSI radio system.

Avtec licenses required for an interface to a P25 DFSI radio system include all of the following, beginning with the base VPGate license.

- Base VPGate License** —The base VPGate license size represents the maximum number of endpoints that can be active at any one time on a single VPGate. The base license is available in several sizes: 20, 40, 80, or 160 endpoints. To use more endpoints, you need additional VPGate licenses.

VPGate License Model Number	Maximum A Endpoints	Maximum B Endpoints	Redundant
SFW-VPG-L0-NR	20	10	No
SFW-VPG-L0	20	10	Yes
SFW-VPG-L1	40	20	Yes
SFW-VPG-L2	80	40	Yes
SFW-VPG-L3	160	100	Yes

In addition to the base VPGate license, the interface to a P25 DFSI radio system requires the following supplemental licenses:

- VPGate P25 Supplemental License** – An interface to a P25 DFSI radio system requires an additional (supplemental) license. Each P25 endpoint consumes a base VPGate Type A license and a VPGate P25 supplemental license. Every endpoint available on the console must be configured as a dedicated endpoint license. P25 licenses are available in the following quantities.

Avtec Model Number	Maximum P25 DFSI Endpoints
SFW-VPG-P25-10	10
SFW-VPG-P25-30	30
SFW-VPG-P25-60	60
SFW-VPG-P25-100	100

- P25 Seat License** – Each console position that requires access to the P25 radio system must hold a seat license in addition to the VPGate endpoint licenses.

Avtec Model Number	Maximum P25 Seat Licenses per System
SFW-SCOUT-P25	60

P25 DFSI License Bundles

Avtec understands the economic constraints of small public safety agencies and recognizes the importance of their ability to interoperate with other agencies using P25-compliant infrastructure. Avtec offers two P25 DFSI software upgrade packages for Scout that provide a redundant P25 license for P25 DFSI endpoints for two console positions (seats).

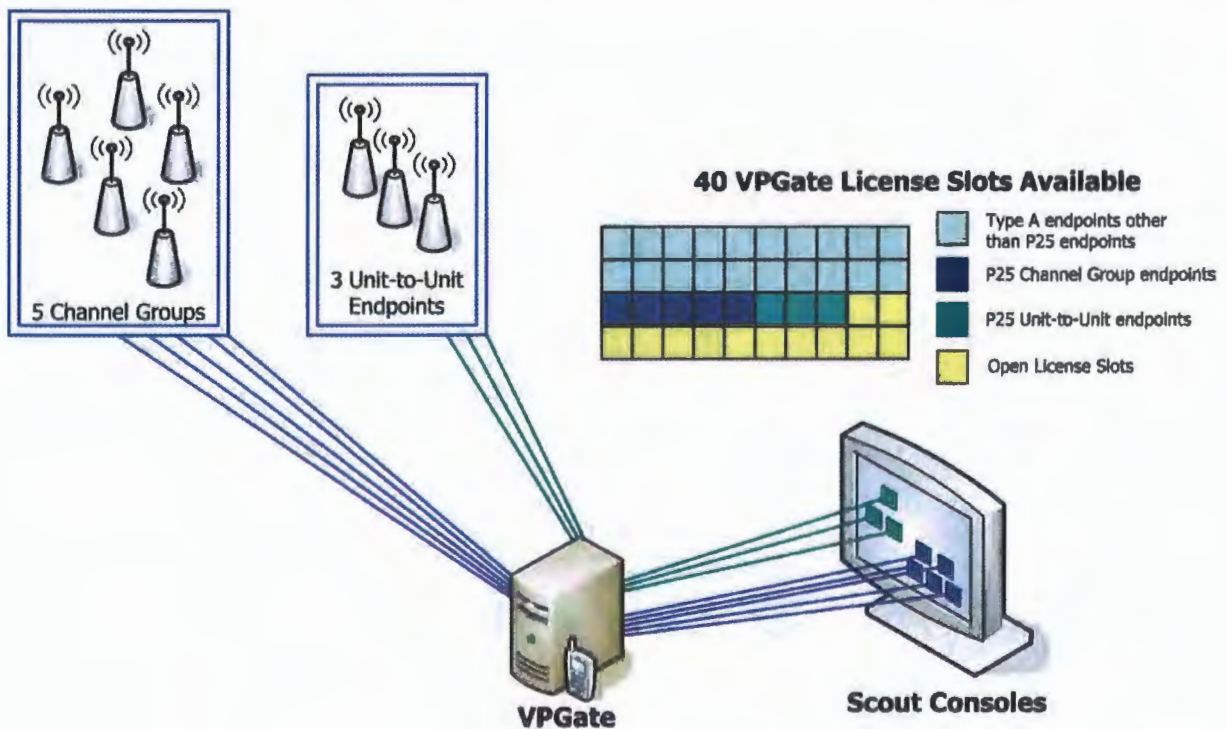
- PKG-DFSI-202 consists of a redundant VPGate P25 license for two channels of P25 DFSI and two P25 Scout console seat licenses.
- PKG-DFSI-210 consists of a redundant VPGate P25 license for ten channels of P25 DFSI and two P25 Scout console seat licenses.

Note: These packages are for DFSI endpoints only. Additional incremental system upgrades are available to support additional P25 DFSI channels or additional console positions. Contact your Avtec representative for more information.

Licensing Example

The following diagram helps demonstrate licensing for a company that uses P25 endpoints, in addition to other endpoints. A P25 endpoint uses one Type A license from the base VPGate license and one license from the VPGate P25 Supplemental license. The diagram shows the number of licensed connections required from a P25 DFSI radio system to VPGate and Scout Consoles.

In this example, a company has 8 P25 endpoints (5 channel group endpoints + 3 unit call endpoints) and 20 other Type A endpoints that do not require supplemental licenses, for a total of 28 endpoints.



- A 40-endpoint base VPGate license (SFW-VPG-L1V1) provides enough licensing for the 28 endpoints, 8 P25 and 20 other Type A endpoints

- A 10-endpoint VPGate P25 Supplemental license (SFW-VPG-P25-10) provides coverage for the 8 P25 endpoints.
 - 5 license slots cover the channel group talkpaths
 - 3 license slots cover the unit-to-unit talkpaths
 - 2 license slots remain open for additional P25 endpoints
- The base VPGate license has 12 unallocated endpoints. The VPGate P25 Supplemental license included 10 endpoints, 8 of which are used. The customer in this example would be able to add up to 2 more P25 endpoints.
- The company would also require a P25 Seat license for every Scout Console position that accesses the P25 endpoints.

Each P25 endpoint requires a separate licensed connection between the P25 DFSI system and Scout. Each endpoint, whether a channel group endpoint or a unit call endpoint, is represented by an endpoint pad on the Scout Console user interface. Each Scout Console that holds a P25 seat license can be configured to access any, or all, of the available P25 endpoints. For additional licensing information, contact your Avtec sales representative.

Network Requirements

To configure the network requirements for a Scout System with P25 endpoints, consider the following:

- P25 Endpoint—Each conversation between a Scout Console and a P25 radio subsystem call requires 44 kilobits per second (kbps) of bandwidth. A radio system-to-Scout Console call requires 35 kbps. P25 radio systems use 2.4 kbps for signaling and control functions.

Digital P25 calls are in IMBE format and are transported as VoIP using RTP.
- Jitter—Scout allows jitter ranging from 60 ms to 2.5 seconds and uses a default packet size of 20 ms.
- QoS—Scout supports separate Differentiated Services (DiffServ) values for audio and control packets between the console subsystem and the radio subsystem.

This allows the network administrator to configure the Ethernet network that ties the console subsystem to the radio subsystem so that voice communication packets are given priority. This reduces latency and provides uninterrupted audio during conversations.

For more information, see the *VPGate Network Architecture and Networking Design Considerations* document.

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consoles you can count on



VPGate is software that translates both VoIP traffic as well as a variety of open and proprietary communication protocols to a "common language" used to communicate between Scout Consoles, endpoints, and other instances of VPGate over a LAN/WAN. What makes VPGate unique in the marketplace is its ability to translate multiple communications protocols, both open and proprietary, to a single Avtec system protocol.

VPGate is sold and deployed in redundant pairs and with varying capacities according to customer requirements. (See the "Scout System Requirements and PC Setup" document for software deployment guidelines.)

Each VPGate software license is protected using a USB hardware dongle that contains the license key. These dongles must be inserted into a USB port on the PC where the software is installed for the software to function. VPGate licenses are sold in redundant pairs (for example, when you purchase Model No. SFW-VPG-XXXX, you receive licenses and hardware dongles for deployment on two computers). Licenses are sold in capacity levels detailed below in the VPGate capacity tables.

The base VPGate license capacity represents the number of active endpoints that VPGate controls. The base license is available in four sizes: 20, 40, 80, or 160 endpoints. To use more endpoints, the system requires additional VPGate licenses. This VPGate license applies to all Scout configurations except for a Scout-MOTOTRBO™ Connect Plus or Linked Capacity Plus system or a Frontier-enabled system.

Licensing

VPGate Base Software License Capacity

Avtec Model Number	Total Endpoints	Category B Endpoints	MOTOTRBO™ Connect Plus and Linked Capacity Plus Endpoints	Redundant
SFW-VPG-L0-NR	20	10	None	No
SFW-VPG-L0	20	10	None	Yes
SFW-VPG-L1	40	20	None	Yes
SFW-VPG-L2	80	40	None	Yes
SFW-VPG-L3	160	100	None	Yes

VPGate Bundled with MOTOTRBO™ Connect Plus and Linked Capacity Plus Software

Scout-MOTOTRBO™ Connect Plus and Linked Capacity Plus systems require a variation of the base license (SFW-VPG-MTCP-XX). This VPGate Bundled license includes the MOTOTRBO™ Connect Plus and Linked Capacity Plus drivers and is also available in three sizes: 40, 80, or 160 endpoints. The following table lists the VPGate license options and the maximum number of endpoints of each type allowed with the license:



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Avtec Model Number	Total Endpoints	Category B Endpoints	MOTOTRBO™ Connect Plus and Linked Capacity Plus Endpoints	Redundant
SFW-VPG-MTCP-L1	40	20	30	Yes
SFW-VPG-MTCP-L2	80	40	60	Yes
SFW-VPG-MTCP-L3	160	100	100	Yes

Frontier Licenses

Frontier is controlled through VPGate licensing. Customers purchase a Frontier-enabled VPGate license to allow these endpoints to be shared with other Frontier-enabled Scout systems. License sizes mirror those of the VPGate licenses that are not Frontier-enabled.

Frontier-Enabled Standard VPGate Base Software License Capacity

Avtec Model Number	Total Endpoints	Category B Endpoints	MOTOTRBO™ Connect Plus and Linked Capacity Plus Endpoints	Redundant
SFW-VPG-L1-FTR	40	20	None	Yes
SFW-VPG-L2-FTR	80	40	None	Yes
SFW-VPG-L3-FTR	160	100	None	Yes

Licensing the KMF Feature of the VPGate Advanced Radio Support Application

To enable the KMF feature of the Advanced Radio Support Application, a KMF access license must be acquired. The Avtec Encryption Key Manager cannot connect to the KMF server without the KMF license.

VPGate Drivers

VPGate drivers are licensed by specific categories. There are three license categories for supported protocol drivers: A, B, and not separately licensed.

The following table defines the maximum number of endpoints Category A drivers support per VPGate dongle.

Category "A" Driver	Licensing	Level 1	Level 2	Level 3
Auxiliary Input Panel	1 "A" license per Master Panel	40	80	160
Auxiliary Output Panel	1 "A" license per Master Panel	40	80	160
DMR-AIS (Note 1)	1 "A" license per Endpoint	40	80	160
IDAS IP Conventional (Note 1)	1 "A" license per Endpoint	40	80	160
IDEN	1 "A" license per Endpoint	40	80	160
Kenwood Mobile (Note 2)	1 "A" license per Endpoint	40	80	160
Kenwood NEXEDGE® Trunking (Note 1)	1 "A" license per Endpoint	40	80	160



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Category "A" Driver	Licensing	Level 1	Level 2	Level 3
M7100	1 "A" license per Endpoint	40	80	160
MAP27	1 "A" license per Endpoint	40	80	160
MOTOTRBO™ Connect Plus (Note 1)	1 "A" license per Endpoint	40	80	160
MOTOTRBO™ Linked Capacity Plus (Note 1)	1 "A" license per Endpoint	40	80	160
MOTOTRBO™ IP Site Connect (Note 1)	1 "A" license per Endpoint	40	80	160
Outpost	1 "A" license per Endpoint	40	80	160
P25 CSSI (Note 1)	1 "A" license per Endpoint	40	80	160
P25 DFSI (Note 1)	1 "A" license per Endpoint	40	80	160
P25 Failsoft (Note 1)	1 "A" license per Endpoint	40	80	160
Sprint Direct Connect	1 "A" license per Endpoint	40	80	160
Tait TM91xx (Note 3)	1 "A" license per Endpoint	40	80	160
URC-200	1 "A" license per Endpoint	40	80	160

Note 1: These drivers require supplementary licenses to operate.
Note 2: The Kenwood Mobile Driver only supports the Kenwood TK-5170 radio.
Note 3: The Tait TM91xx Driver only supports the Tait TM9155 radio.

The following table defines the maximum number of endpoints Category B drivers support per VPGate dongle.

Category "B" Driver	Licensing	Level 1	Level 2	Level 3
Daniels UIC	1 "B" license per Endpoint	20	40	100
ED-137	1 "B" license per Endpoint	20	40	100
JPS NXU2	1 "B" license per Endpoint	20	40	100
SIP	1 "B" license per Endpoint	20	40	100

For both categories A and B, Level 3 is the maximum number of endpoints/drivers that one VPGate PC supports. Any number over the maximum requires additional VPGate PCs and licenses.

Chaining multiple drivers requires multiple licenses (for example, if you chain an Outpost endpoint with a MAP27 driver, it would count as two "A" licenses against the total maximum number allowed).

Note: If you are using redundant drivers, they only consume the license(s) that has already been assigned to their redundant driver counterpart.

Certain drivers are included with the VPGate software and do not require an individual license:

Driver	Licensing
ANI Alias	Not separately licensed
Audio Forwarding	Not separately licensed



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Driver	Licensing
Call Voter	Not separately licensed
Cimarron ANI Decoder	Not separately licensed
Data Forwarding	Not separately licensed
MDC1200	Not separately licensed
Outpost Auxiliary Input	Not separately licensed
Outpost Auxiliary Output	Not separately licensed
Radio Function Driver	Not separately licensed
Signal Processing	Not separately licensed

Note: The MDC1200 Driver works with OUTPOST-2R-MDC endpoint to deliver native MDC1200 capability without external hardware.

Certain drivers require supplementary licenses. The supplementary licenses are sold and deployed in redundant pairs. (See the "Accessory Model Numbers" section below for optional Model Number information on Supplementary Licenses.)

A 1U rackmounted industrial computer that has been extensively tested for compatibility is optionally available from Avtec. (See the "Accessory Model Numbers" section below for optional Model Number information.) Alternatively, resellers or end users can provide their own computers under an existing purchase agreement or to meet a special requirement such as redundant power supplies. Minimum recommended computer specifications are shown below.

Accessory Model Numbers

ACC-CPU-RM-XP	Industrial 1U computer with Windows including solid state hard drive and Windows XP Professional OS. Rack mounts for cabinets. Requires DISP-XXXX for monitor, keyboard, etc.
ACC-CPU-RM-WIN7	Industrial 1U computer with Windows including solid state hard drive and Windows 7 Professional OS. Rack mounts for cabinets. Requires DISP-XXXX for monitor, keyboard, etc.
ACC-MTG-1U-RR	Kit to mount ACC-CPU-RM-WIN7 (or -XP) PC in 19 inch relay rack; 1U high
ACC-MTG-2U-RR	Kit to mount two ACC-CPU-RM-WIN7 (or -XP) PCs in 19 inch relay rack; 1U high
DISP-BASIC	LCD display, panel mounted for cabinet or relay rack. Includes keyboard and mouse with tray.
DISP-KVM	LCD display, panel mounted for cabinet or relay rack. Includes keyboard and mouse with tray, 8-port KVM, and cable kit.
DISP-KVM-F-RR	1U LCD folding display for Relay Rack. Includes keyboard with track pad and 8-port KVM.



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OUTPOST-2R-MDC	Outpost VoIP Radio Controller with native MDC1200 Driver.
OUTPOST-CAB-35U	Enclosed 19" rackmount Outpost and VPGate integration cabinet, 70" high. Includes 19" LCD, KVM, Keyboard, Redundant 12V Power supply, and ventilation fan.
OUTPOST CAB-45U	Enclosed 19" rackmount Outpost and VPGate integration cabinet, 88" high. Includes 19" LCD, KVM, Keyboard, Redundant 12V Power supply, and ventilation fan.
RR-72-38U	Two-post Relay Rack in clear aluminum finish, 72 inches in Height, 38U mounting space.
RR-84-45U	Two-post Relay Rack in clear aluminum finish, 84 inches high, 45U mounting space.
RR-90-48U	Two-post Relay Rack in clear aluminum finish, 90 inches high, 48U mounting space.
SFW-VPG-DMR3-30	Supplementary VPGate DMR-AIS endpoint license requires SFW-VPG-XX. Supports up to 30 redundant DMR Custom trunking endpoints.
SFW-VPG-DMR3-60	Supplementary VPGate DMR-AIS endpoint license requires SFW-VPG-XX. Supports up to 60 redundant DMR Custom trunking endpoints.
SFW-VPG-DMR3-100	Supplementary VPGate DMR-AIS endpoint license requires SFW-VPG-XX. Supports up to 100 redundant DMR Custom trunking endpoints.
SFW-VPG-NXDN-10	Supplementary VPGate NXDN endpoint license requires SFW-VPG-XXXX. Supports up to 10 each redundant IDAS IP Conventional and Kenwood NEXEDGE® Trunking endpoints.
SFW-VPG-NXDN-30	Supplementary VPGate NXDN endpoint license requires SFW-VPG-XXXX. Supports up to 30 each redundant IDAS IP Conventional and Kenwood NEXEDGE® Trunking endpoints.
SFW-VPG-NXDN-60	Supplementary VPGate NXDN endpoint license requires SFW-VPG-XXXX. Supports up to 60 each redundant IDAS IP Conventional and Kenwood NEXEDGE® Trunking endpoints.
SFW-VPG-NXDN-100	Supplementary VPGate NXDN endpoint license requires SFW-VPG-XXXX. Supports up to 100 each redundant IDAS IP Conventional and Kenwood NEXEDGE® Trunking endpoints.
SFW-VPG-P25-10	Supplementary VPGate P25 endpoint license requires SFW-VPG-XXXX. Supports up to 10 each redundant P25 DFSI or CSSI endpoints. Includes appropriate P25 driver(s): P25 DFSI, P25 CSSI, or P25 Failsoft.
SFW-VPG-P25-30	Supplementary VPGate P25 endpoint license requires SFW-VPG-XXXX. Supports up to 30 each redundant P25 DFSI or CSSI endpoints. Includes appropriate P25 driver(s): P25 DFSI, P25 CSSI, or P25 Failsoft.
SFW-VPG-P25-60	Supplementary VPGate P25 endpoint license requires SFW-VPG-XXXX. Supports up to 60 each redundant P25 DFSI or CSSI endpoints. Includes appropriate P25 driver(s): P25 DFSI, P25 CSSI, or P25 Failsoft.
SFW-VPG-P25-100	Supplementary VPGate P25 endpoint license requires SFW-VPG-XXXX. Supports up to 100 each redundant P25 DFSI or CSSI endpoints. Includes appropriate P25 driver(s): P25 DFSI, P25 CSSI, or P25 Failsoft.



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SFW-VPG-P25-GW	Redundant VPGate Trunking Gateway software license for a maximum of 100 endpoints. Requires two each PC Hardware, Model No. ACC-CPU-RM-WIN7X64 or ACC-CPU-RM-2008.
SFW-VPG-TRBO-IPSC-10	Supplementary VPGate MOTOTRBO™ endpoint license. Requires SFW-VPG-XXXX. Supports up to 10 each redundant IP Site Connect endpoints. Includes MOTOTRBO™ IP Site Connect driver.
SFW-VPG-TRBO-IPSC-30	Supplementary VPGate MOTOTRBO™ endpoint license. Requires SFW-VPG-XXXX. Supports up to 30 each redundant IP Site Connect endpoints. Includes MOTOTRBO™ IP Site Connect driver.
SFW-VPG-TRBO-IPSC-60	Supplementary VPGate MOTOTRBO™ endpoint license. Requires SFW-VPG-XXXX. Supports up to 60 each redundant IP Site Connect endpoints. Includes MOTOTRBO™ IP Site Connect driver.
SFW-VPG-TRBO-IPSC-100	Supplementary VPGate MOTOTRBO™ endpoint license. Requires SFW-VPG-XXXX. Supports up to 100 each redundant IP Site Connect endpoints. Includes MOTOTRBO™ IP Site Connect driver.

Recommended System Requirements

The following table lists recommended specifications to handle VPGate software deployment including those with advanced radio interfaces such as P25 CSSI Trunking.

Operating Systems	<ul style="list-style-type: none"> ■ Windows XP Professional OS (SP3) ■ Windows 7 Professional – 32 Bit (for Scout V1.7 or later); required for P25 AES / DES Encryption ■ Windows Server 2008, R2 (for VPGate, SMS and Frontier 2.4 or later and ARS 1.11 or later) <p>Note: Windows Vista is not supported.</p>
Ethernet Port	Two 100 Mb Ethernet ports (One minimum)
Processor	3GHz Core 2 Quad Intel Processor (Minimum)
RAM	4 GB RAM (Minimum)
Drives	<ul style="list-style-type: none"> ■ 80Gig SATA 7200 rpm Hard drive (SSD or Raid 1, recommended) ■ DVD Drive
USB Port	Four (4) USB ports, 1.1 or 2.0
Video	VGA Video

Note: MOTOROLA and the Stylized M Logo are registered in the U.S. Patent and Trademark Office. All other product and service names are the property of their registered owners. © Motorola, Inc. 2014



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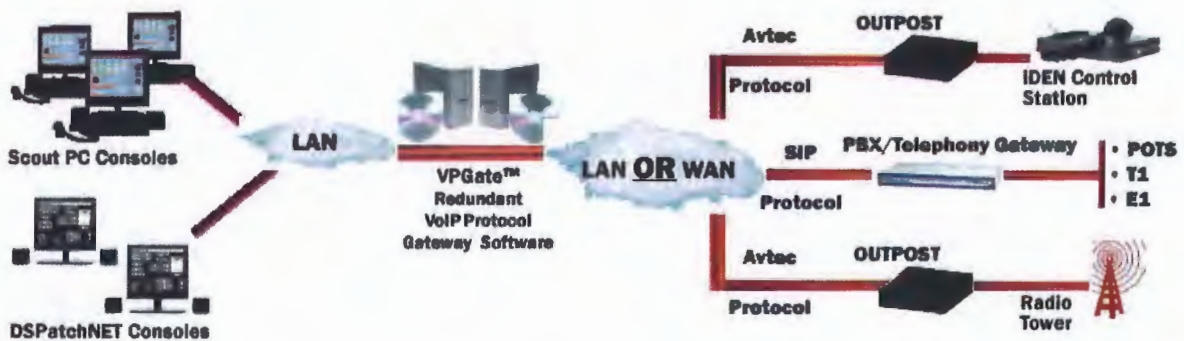
Outpost Radio Controller
Model Number: OUTPOST-2R
OUTPOST-2R-MDC
Page 1

Rev. 4



The Scout Outpost device is a full-featured VoIP Base Station controller designed and manufactured by Avtec. It incorporates over 20 years of base station controller experience gained in mission critical airline and railroad operations. This flexible end-point interfaces non-VoIP radios to an Ethernet network for audio transport and remote control. Outpost is easily configured from the Scout Project Manager or a web browser.

Outpost converts audio coming from the phone or radio to packet voice and sends it to the console. In reverse, it takes packet voice from the console, converts it to analog audio, and sends it to the phone or radio.



Features

- Supports P25 Analog Fixed Station Interface
- DTMF Tone Call-in
- RSSI Indicator
- Auxiliary Input
- Temperature Sensor
- COR Input
- Performs tone, relay, serial, or local radio control
- Audio interface to either phones, radios, IDEN control stations, voter comparators or other analog audio devices
- MDC1200 protocol support without external hardware (Model Number OUTPOST-2R-MDC)
- Ethernet interface for connection to VPGate and Consoles
- Paging Tone Encoder
- Legacy Tone Remote Console Port
- In-Cabinet Repeater
- Connection to Audio Recording Device
- DC remote control adapter optionally available (Model # OUTPOST-DC-2R)
- Two serial ports that accept analog audio and convert it to digital data for the console

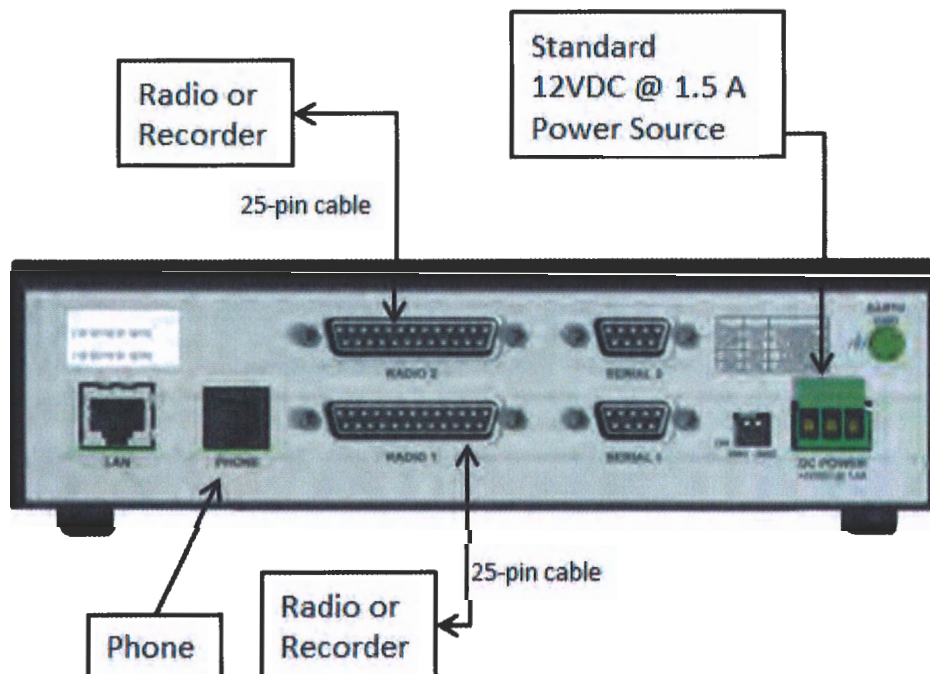
MDC1200 Protocol Support

Outpost provides the capability to encode and decode MDC1200 protocol, without requiring external hardware. The MDC1200 feature set is one of two Outpost configuration options: Standard Radio and MDC1200 Radio. The MDC1200 features supported in a Scout System include the following:

- ANI
- Emergency Alert
- Man Down Alert
- Unit-to-Unit calls
- Radio Check
- Stun / Revive
- Call Alert

To use the MDC1200 feature set, Scout users purchase Outpost model number OUTPOST-2R-MDC which includes an MDC1200 Installation CD to enable the MDC1200 feature. Scout Version 2.2 or later is required for this feature.

Connections



Connecting to Radios and Phones or Recorders

For Outpost release V1.7 and earlier, the PSTN (phone) port is not supported by Scout.



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General Specifications

Length	8.34 inches
Depth	9.63 inches
Height	2.49 inches
Weight	Approximately 2.27 lbs.
Power	11 - 13.5 VDC @ 1.5 A
Temperature	Normal operation: -30 to +60 degrees Celsius (ambient) Critical thresholds: -15 and +75 degrees Celsius (internal) Note: A VPGate alarm is sent to Scout Diagnostics when the Outpost records an internal temperature of +75 degrees Celsius. The alarm clears when the internal temperature goes down to +70 degrees Celsius.
LAN Speed	10/100 mbps
BTU/hr	41

Shelf Dimensions with Four Outpost Devices on a Shelf

Length	19 inches
Depth	14.43 inches
Height	5.25 inches nominal
Weight (including Shelf)	Approximately 14 lbs.

Power Requirements for a 35U Outpost Cabinet

Inrush current (per power module)	< 40 Amps
Maximum input current at 100 / 200 VAC (per module)	12 Amps / 6 Amps
Number of power modules per cabinet	Normally 2 modules



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Radio Ports

Radio Ports	Description
Radio Two Wire Audio Input	
Impedance	600 ohm balanced
Input Range	-30 dBm to +10 dBm
Frequency Response	+ / -1 dB 300 – 3400 Hz
Type	Transformer-coupled with DC-blocking cap
Fuse	1 Amp
Radio Four Wire Audio Input	
Impedance	600 / 10K ohm balanced
WSInput Range	-30 dBm to +10 dBm
Frequency Response	+ / -1 dB 300 – 3400 Hz
Type	Transformer-coupled
Fuse	1 Amp
Two and Four Wire Audio Output	
Impedance	600 ohm balanced
Output Level	-20 dBm to +10 dBm
Frequency Response	+ / -1 dB 300 – 3400 Hz
Distortion	1% maximum unweighted
Noise Floor	-55 dBm maximum
Type	Transformer-coupled with DC-blocking cap
Fuse	1 Amp
Single-Ended Audio Output	
Impedance	100 ohm unbalanced
Output Level	-20 dBu to +10 dBu
Frequency Response	+ / -1 dB 300 – 3400 Hz
Distortion	2% maximum unweighted
Noise Floor	-29 dBm maximum
Type	DC-blocking cap



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PSTN Port (RJ11C)

PSTN Audio	
Impedance	600 ohm nominal
Maximum Input	+1 dBm (0 dBm nominal)
Maximum Output	0 dBm (not set for PSTN)
Maximum PSTN Output	0 dBm for DTMF, -9 dBm for voice
Frequency Response	+ / -2 dB 300 – 3400 Hz
Distortion	1% maximum unweighted
Noise Floor	-50 dBm maximum
Type	DAA
Fuse	1.25 Amps

Telecom Agency Approval

Outpost complies with FCC and Industry Canada telecom regulations:

- FCC CFR 47 Part 68 Certification: US:HU3TE01BAV0005000
- IC CS03 Certification: IC:1627A-AV0005000
- TIA-968-A (including A1, A2, A3, A4, A5), TIA-1096

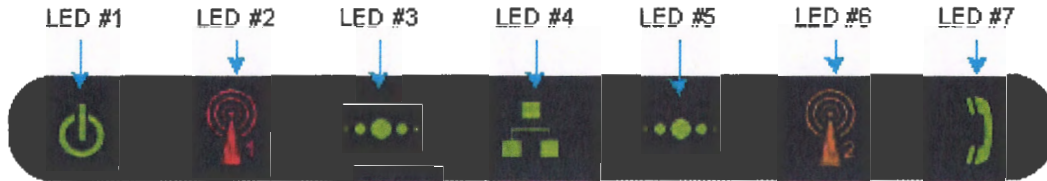
Safety Agency Approval

IEC 60950-1:2005 (2nd Edition) and EN 60950-1:2006 including deviations to UL/CSA 60950-1 2nd Edition.

EMC Emissions

- FCC 47 CFR Part 15 Class A (USA)
- ICES-003 Issue 4 Class A Digital Apparatus (Canada)

LED Descriptions



1	Power / Run Indication (refer to the Updating and Flashing the Data Files section later in this guide for LED indications when flashing the data files)	Green Green Blinking Amber Blinking Red Blinking (see the next table)	Outpost powered up Outpost running Boot Code running Error Codes (Acquire RMA # and send back to Factory)
2	Radio 1 Activity	Red Yellow Off	Transmitting Receiving audio No activity
3	Radio Port 1 Connectivity	Green Yellow Off	Linked to VPGate Not linked to VPGate Not configured to be a Radio Interface
4	Network LAN Connection	Green Off	Linked to network No link to network
5	Radio Port 2 Connectivity	Green Yellow Off	Linked to VPGate Not linked to VPGate Not configured to be a Radio Interface
6	Radio 2 Activity	Red Yellow Off	Transmitting Receiving audio No activity



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7	Phone Port Activity (Dial Backup)	Yellow	Not Linked to VPGate
		Yellow Slow Blinking	Ringling
		Green	Connected
		Green Fast Blinking	PTT
		Off	Phone Port is not enabled
7	Phone Port Activity (IP Phone)	Yellow	Not Linked to VPGate
		Green	Connected to VPGate
		Green & Yellow Blinking	Dialing and Ringing
		Green Slow Blinking	Connected
		Green Fast Blinking	PTT
		Off	Phone Port is not enabled

Model Numbers

	Outpost VoIP Radio Controller with standard driver.
	Outpost VoIP Radio Controller with native MDC1200 driver



The USB Dual Speaker Kit is a portable, USB-powered speaker accessory for the Scout console running the Software Media Workstation. This speaker kit features pure, digital audio and a sleek, portable design.

Volume adjusts quickly and easily with built-in controls and an amber indicator illuminates when speakers are on. A single, four-foot USB cable supplies both audio and power directly from the Scout console computer which eliminates the need for additional cables and power supplies.

Features

- Provides Select and Unselect speakers for a Scout position
- Connects to the Scout Software Media Workstation via USB cable for distortion-free, digital audio
- Requires no batteries or power supply
- Adjusts or mutes the volume quickly and easily with built-in controls
- Provides stability via a satellite-style base
- Illuminates an amber indicator when speakers are on
- Transports between console positions easily due to its lightweight, compact design

Specifications

Total RMS Power	1.2 watts RMS (0.6 watts per satellite)
Frequency Response	90 Hz–20 kHz
Drivers	5.1 cm dynamic drivers
Connectivity	USB cable (4 ft)
Power Source	USB powered
Power Indicator	Amber LED

Physical Specifications

Dimensions (H/W/D)	6.7 in x 5.7 in x 3.0 in
Weight	1.1 lb
Color	Black



Avtec offers the USB Headset as an accessory for the Software Media Workstation that delivers high levels of audio performance even in noisy dispatcher environments. The noise-canceling microphone filters out excessive background sound to heighten call clarity. The comfortable over-the-head, monaural design allows dispatchers to converse with other dispatchers more easily.

The headset's USB PTT quick-disconnect adapter contains a push-to-talk switch, and its quick-disconnect feature allows dispatchers to move around freely and comfortably without needing to remove the headset.

Features

- Fully compatible with standard band environments
- Premium audio assures quality dispatcher communications
- Ultra noise-canceling feature filters out background noise, reducing distraction
- Over-the-head, all-day comfortable design for intensive use
- Padded single earpiece
- Bendable click-stop microphone boom
- Adjustable clothing clip
- Quick-disconnect cord allows the headset to detach without losing the call; dispatchers can move around freely and comfortably without removing the headset

Specifications

Connectivity	Wired
Power Source	USB Powered
Earpiece Type	Monaural
Earpiece Design	Foam Ear-Pad
Fit Design	Over-the-Head
Microphone Technology	Noise Canceling
Frequency Response	100 Hz - 4 kHz
Impedance	150 ohms



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Rev. 1

	15 dB
	1 year

Physical Specifications

Dimensions (H/W/D)	6.8 in x 5.4 in x 2.0 in
Weight	4 ounces
Color	Black

Accessory Model Numbers

ACC-HED-TOP-SING-NC	Additional monaural headset top with noise canceling microphone.
ACCUSB-HED-ADAPTER	Additional USB PTT Quick-Disconnect Adapter with a push-to-talk switch and serialization options. Its quick-disconnect feature allows dispatchers to move around freely and comfortably without needing to remove the headset.



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Avtec offers the USB Desktop Microphone as an accessory for the Software Audio Package. With FilteredAudio™ technology, it eliminates background noise to deliver audio with exceptional voice clarity over the Internet. Using it with VoIP software makes it ideal for hectic dispatch settings that may produce background noise.

This highly customizable, multi-function, professional quality USB microphone is ergonomic, sturdy, and stylish. The flexible and durable gooseneck provides hands-free usage and is adjustable to suit your working style.

Features

- USB plug and play operation
- 10 ft (3.05 m) A to B USB detachable cable
- Built-in FilteredAudio™ technology and complex noise-canceling algorithms
- Weighted base for desk or tabletop use
- Heavy-duty and adjustable 18 in (45 cm) boom
- Two RGB lights for visual feedback
- Programmable button
- Free downloadable MyBuddyMic configuration software
- Multiple configuration profiles through saved button assignments

Device Configuration

Out of the box, the USB Desktop Microphone is shipped with the main red button configured to toggle PTT (Joystick button 1) and mute. This is easily reconfigured by downloading the software from:

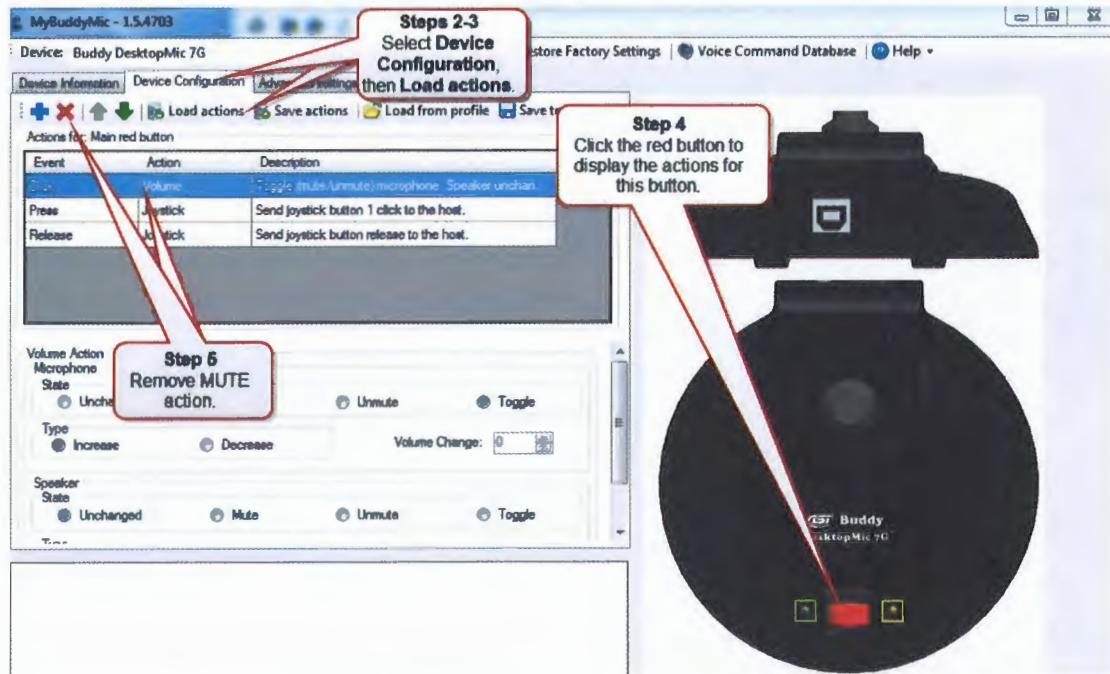
<http://www.buddymicrophones.com/mybuddymic>

Once you've downloaded the software, perform the following steps to reconfigure the main red button:

1. Plug in your USB Desktop Microphone.
2. From the MyBuddyMic software, click the **Device Configuration** tab.
3. Select **Load actions** to retrieve the current configuration (actions) of the microphone.
4. Click the red button on the picture that displays on the right.
The actions for the main red button display.
5. Select the MUTE action and click the red X to remove it.

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6. Add or remove other actions/events as desired.



7. Click **Save actions** to save this configuration to the microphone.

For further information, see the *MyBuddyMic User Guide* from the referenced site.

Specifications

Connectivity	10 ft (3.05 m) A to B USB detachable cable
Power Source	USB Powered
Microphone Technology	Built-in FilteredAudio™ technology
Standard Warranty	1 year

Physical Specifications

Appearance	Adjustable 18 in (45 cm) gooseneck with an overall height of 20 in (50.80 cm)
Dimensions (H/W/D)	9 in X 5 in X 5 in (22.86 cm X 12.70 cm X 12.70 cm)
Weight	2 lbs (907.18 g)
Color	Black



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Avtec offers the USB PTT Quick-Disconnect Adapter as an accessory for the Software Media Workstation. This USB headset adapter with push-to-talk switch and serialization options ensures high quality USB audio.

Its quick-disconnect feature allows the headset to detach without losing the call; dispatchers can move around freely and comfortably without removing the headset.

Requires headset top.

Features

- Push-to-talk amplifiers are the proven standard for Air Traffic Control and Public Safety Dispatch
- USB interface
- Compatible with standard USB drivers

Specifications

Connector	USB Type A
Configuration	Switchcase
Standard Warranty	1 year

Physical Specifications

	9.6 ounces
	Black

Accessory Model Numbers

	Monaural headset top with noise canceling microphone.
	Monaural headset top.



The USB Relay Module is a portable data acquisition module that Scout uses to provide relays for the Software Media Workstation. Scout's Software Media Workstation uses the first four relays to provide indications of the current Scout console status. For example, the USB Relay Module can indicate the status by sending signals to an external device such as a buzzer or a light pole.

Compatible with USB 1.1 /2.0, the USB Relay Module is powered directly from the Scout console PC which eliminates the need for additional cables and power supplies. It is also equipped with one red LED to show its on/off status.

Features

- Compatible with USB 1.1/2.0
- Provides portability
- Powered by USB Bus
- Provides four single pole single throw (SPST) Form C type (Normally Open (NO) contact and Normally Closed (NC) contact with a common terminal) relay outputs for Scout's Software Media Workstation
- Indicates activated relays via LED indicators
- Displays on/off status via red LED
- Provides high electrostatic discharge (ESD) protection (2,000 VDC)
- Includes interrupt handling capability
- Includes detachable screw terminal
- Suitable for DIN-rail mounting
- Includes a six-foot lockable USB cable for secure connection
- Supports all versions of Scout's Software Media Workstation

Specifications

Relay Output	
Contact Rating	0.25 A @ 250 VAC, 2 A @ 30 VDC
Max. Switching Power	62.5 VA, 60 W
Max. Switching Voltage	250 VAC, 220 VDC



Max. Switching Current	5 A
Min. Switching Voltage	100 μ V
Operate/Release Time	typ. 3 / 2 ms, max. 5 / 4 ms
Resistance	Contact: 50 m Ω max. @ 10 mA/20 mV; Insulation: 1 G Ω min. @ 500 VDC
Life Expectancy (Electrical)	5 X 10 ⁷ cycles typ. @ 10 mA/12V 2 X 10 ⁵ cycles typ. @ 2000 mA/30 V

General	
Bus Type	USB 1.1/2.0
I/O Connector	Onboard screw terminal
Dimensions (L x W x H)	132 X 80 X 32 mm (5.2 in X 3.15 in X 1.26 in)
Power Consumption	Typical: 5 V @ 60 mA; Max.: 5 V @ 400 mA
Operating Temperature	0° C - 60° C (32° F - 140° F) (IEC 68-2-3)
Storage Temperature	-20° C - 70° C (-1° F -158° F)
Storage Humidity	5% - 95% RH, non-condensing (IEC 68-2-3)

Accessories

ACCPLUS-RIL-3000	Ring/In-Use Indicator Package including power supply, red and green LED, direct mount for the Media Workstation Plus.
ACCPLUS-RIL-3111	Ring/In-Use Indicator Package including power supply, red and green LED, 300 mm pole mount, flange bracket for the Media Workstation Plus.
ACCPLUS-RIL-3112	Ring/In-Use Indicator Package including power supply, red and green LED, 762 mm pole mount, flange bracket for the Media Workstation Plus.
ACCPLUS-RIL-3121	Ring/In-Use Indicator Package including Power supply, red and green LED, 300 mm pole mount, small circular bracket for the Media Workstation Plus.
ACCPLUS-RIL-3122	Ring/In-Use Indicator Package including Power supply, red and green LED, 762 mm pole mount, small circular bracket for the Media Workstation Plus.
ACCPLUS-RIL-3124	Ring/In-Use Indicator Package including Power supply, red and green LED, 610 mm pole mount, small circular bracket for the Media Workstation Plus.
ACCPLUS-RIL-3131	Ring/In-Use Indicator Package including Power supply, red and green LED, 300 mm pole mount, large circular bracket for the Media Workstation Plus.
ACCPLUS-RIL-3132	Ring/In-Use Indicator Package including Power supply, red and green LED, 762 mm pole mount, large circular bracket for the Media Workstation Plus.
ACCPLUS-RIL-3133	Ring/In-Use Indicator Package including Power supply, red and green LED, 1000 mm pole mount, large circular bracket for the Media Workstation Plus.
ACCPLUS-RIL-3141	Ring/In-Use Indicator Package including Power supply, red and green LED, 300 mm pole mount, wall mount bracket for the Media Workstation Plus.
ACCPLUS-RIL-3142	Ring/In-Use Indicator Package including Power supply, red and green LED, 762 mm pole mount, wall mount bracket for the Media Workstation Plus.

CONTRACT/MASTER AGREEMENT

State of Washington, Department of Enterprise Services (DES), Master Contracts & Consulting (MCC)
on behalf of the WSCA-NASPO Cooperative Purchasing Program



Contract/Master Agreement #06913 For Public Safety Communication Equipment

Under the Authority of
State of Washington, Chapter 39.26 RCW

Avtec, Inc. have been awarded the following category:

Dispatch Consoles

1.0 OVERVIEW

1.1 CONTRACT SCOPE

The purpose of this Contract is to enable authorized purchasers to purchase public safety communication equipment from one or more awarded contractors from one or more of the following product categories:

1. Radios - LMR (Land Mobile Radios)
 - Portable
 - Dual-band
 - Single-band
 - Tier I
 - Tier II
 - Tier III
 - Mobile
 - Dual-band
 - Single-band
 - Tier I
 - Tier II
 - Tier III
 - Desktop
 - Dual-band
 - Single-band
 - Tier I
 - Tier II
 - Base Station/Repeater
 - Single-band
 - Tier I
 - Tier II
 - In-vehicle Repeater
2. Microwave Radios
3. Dispatch Consoles
4. Microwave Antennas
5. Mobile Radio Antennas
6. Base Station/Repeater Radio Antennas
7. RF Transmission Lines
8. RF Filtering Equipment

New contracts may be established with other vendors as new equipment and additional product categories or subcategories are identified. This strategy will accommodate new technology introduced into the marketplace and made available to public safety customers.

1.2 CONTRACT SCOPE AND MODIFICATIONS

The DES reserves the right to modify this Contract by mutual agreement between the DES and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

1.3 RECITALS

The Department of Enterprise Services, on behalf of the state of Washington (acting as the Lead State for WSCA-NASPO), issued a Request for Proposal (RFP) for the purpose of purchasing equipment and services for public safety communication equipment in accordance with its authority under Chapter 39.26 RCW.

Avtec, Inc. submitted a timely response to the DES's solicitation (incorporated by reference).

The DES evaluated all properly submitted responses to the above-referenced RFP and has identified *Avtec, Inc.* as one of the apparently successful Contractors.

The DES has determined that entering into a contract/master agreement with *Avtec, Inc.* will meet Purchaser's needs and will be in Purchaser's best interest.

NOW THEREFORE, DES awards to *Avtec, Inc.* this Contract/Master Agreement, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the equipment and services identified herein. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 ESTIMATED USAGE

Based on past and/or projected future usage, it is estimated that purchases over the initial two (2) year term of the contract may approximate an aggregate total of \$250,000,000 for contract products and services. This estimate was provided solely for the purpose of assisting bidders in preparing their response. Orders will be placed by Purchasers (Purchasing Entities) only on an as needed basis.

The State of Washington/WSCA-NASPO does not represent or guarantee any minimum level of purchase.

1.5 CONTRACT TERM

The initial term of this Contract is for approximately two (2) years from the effective date of the Contract through June 30, 2016 with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the DES and are subject to written mutual agreement. The total Contract term, including the initial term and all subsequent extensions, shall not exceed eight (8) years unless an emergency exists and/or special circumstances require a partial term extension. The DES reserves the right to extend with all or some of the Contractors, solely determined by the DES.

1.6 PURCHASERS/PURCHASING ENTITIES

Purchasers/Purchasing Entities include members of the WSCA-NASPO Cooperative Purchasing Program, a unified, nationally-focused cooperative purchasing program that potentially can leverage the collective expertise, experience, and demand of 50 states and their political subdivisions, and help spur innovation and competition in the marketplace.

WSCA- NASPO Cooperative Purchasing Program is a cooperative group-contracting consortium for state governments, serving their departments, institutions, institutions of higher education, agencies and political subdivisions (e.g., school districts, counties, cities, etc.). All 50 states, the District of Columbia, US Territories and other public entities may participate in the use of WSCA-NASPO contracts.

The following Participating Entities have signified their intent to participate in this Contract/Master Agreement and have listed their estimated annual spend (including participating political subdivisions): Alaska - \$6,210,000/year; Arkansas - \$3,250,000/year; Delaware - \$4,030,000/year; Iowa - \$2,000,000/year; Nevada - \$4,000,000/year; New Hampshire - \$2,000,000/year; Oregon -

\$13,000,000/year; South Dakota - \$100,000/year; Utah - \$495,000/year; Washington - \$12,000,000/year, California - \$8,000,000/year. (See also Appendix J Intent to Participate and Appendix K Individual States' Terms and Conditions)

However, Intent to Participate documents are not binding. During the term of the Contract, states and public entities may use this Contract by executing a Participating Addendum between themselves and the Contractor.

2.0 CONTRACT ADMINISTRATION

2.1 DES CONTRACT ADMINISTRATOR

The DES shall appoint a single point of contact that will be the Contract Administrator for this contract and will provide oversight of the activities conducted hereunder. The contract Administrator will be the principal contact for Contractor concerning business activities under this Contract. The DES will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.

2.2 ADMINISTRATION OF CONTRACT

DES will maintain Contract information and the level of price discount(s) and will make this information available on the DES web site.

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;
2. Identify the Contractor's representative, who will be the principal point of contact for the DES Contract Administrator concerning Contractor's performance under this Contract.
3. Immediately notify the Contract Administrator in writing of any change of the designated Contractor's representative assigned to this Contract; and
4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.
5. Be bound by all written communications given to or received from the Contractor's representative.

2.4 POST AWARD CONFERENCE

The Contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following Contract award.

2.5 CONTRACTOR'S CONTRACT MANAGEMENT

Upon award of this Contract/Master Agreement, the Contractor shall:

1. Designate a single point of contact and alternate point of contact for the administration of this contract.
2. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
3. Promote and market the use of this Contract to all authorized Contract Purchasers/Purchasing Entities.

4. Ensure that those who endeavor to utilize this Contract are authorized Purchasers/Purchasing Entities under the terms and conditions of this contract.
5. At no additional charge, assist Purchasers/Purchasing Entities in the following manner to make the most cost effective, value based, Purchases including, but not limited to:
 - a) Visiting the Purchaser/Purchasing Entities site and providing them with materials/supplies/equipment recommendations.
 - b) Providing Purchaser/Purchasing Entities with a detailed list of contract products and services including current Contract pricing.
6. Provide contract customers with product and service information and assistance with order development, placement, and tracking. Provide Help Desk services for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.
7. The Contractor shall designate a customer service representative who will be responsible for addressing Purchaser/Purchasing Entities issues including, but not limited to:
 - a) Logging requests for service, ensuring equipment repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
 - b) Providing Purchaser/Purchasing Entities with regular and timely status updates in the event of an order or repair fulfillment delay.
8. Acting as the lead and liaison between the Contractor and Purchaser/Purchasing Entities in resolving warranty claims for contract items purchased.

2.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract amendment by the Contract Administrator, unless otherwise authorized within the Contract. However, changes to point of contact information or other administrative changes may be updated without the issuance of a mutually agreed contract amendment.

2.7 WSCA-NASPO eMARKET CENTER

Contractor will cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. (Reference Appendix C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS, Section 36, for the details of this requirement.)

2.8 WSCA-NASPO CONTRACT ADMINISTRATION FEE

The Contract is subject to a WSCA-NASPO Administration Fee. Contractor has included this fee in Contract pricing and will not list it as a separate line item on its invoices to Purchasers/Purchasing Entities. The Contractor will collect the fees and distribute the fees to WSCA-NASPO Cooperative Purchasing Organization (or its assignee), as outlined below.

The WSCA-NASPO Administration Fee will be one-quarter of one percent (0.25% or 0.0025) on all purchases made under authority of the Contract. Purchases are defined as total invoice price less any applicable sales tax. No taxes will be assessed against this WSCA-NASPO Administration Fee.

The WSCA-NASPO Administrative Fee shall be paid within sixty (60) days after the end of the calendar quarter. It is the Contractor's responsibility to calculate and remit the administrative fee since WSCA-NASPO does not issue an invoice for this fee. Contractor shall indicate the Contract number 06913 and include with the remittance, a quarterly sales report by WSCA-NASPO Contract participant. The administrative fee shall be paid to:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
PROGRAM MANAGER
201 EAST MAIN STREET, SUITE 1450
LEXINGTON, KY 40507

In addition to the WSCA-NASPO Administration Fee as stated above, some states may require an additional fee be paid directly to the state on purchases made by purchasing entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Contract/Master Agreement. The Contractor may adjust the Contract/Master Agreement pricing accordingly for purchases made by Purchasers within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the purchasers outside the jurisdiction of the state requesting the additional fee.

2.9 WSCA-NASPO CONTRACT SALES REPORTS

The Contractor shall submit summary sales data reports required by section 27 of Appendix C WSCA-NASPO Master Agreement Terms and Conditions directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the Contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

2.10 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of Enterprise Services. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate contractor profile in WEBS.

3.0 PRICING

3.1 NO ADDITIONAL CHARGES

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrator's sole discretion, additional charges may be allowed.

3.2 CONTRACT PRICING

During the term of the Contract, Contractor must have and maintain the national published and/or web-posted product price list for all public safety communication equipment products and services available through the Contract, including those identified in Appendix H Price Worksheets. A copy must be made available to Purchasers upon request and at no additional charge. The price list in effect at the time of order placement shall be used when applying price discounts specified in Appendix H Price Worksheets. However, if the Contractor has provided a specific price quote to the Purchaser than the prices quoted must be held firm for a minimum period of sixty (60) days after the date of the quote.

3.3 VOLUME/PROMOTIONAL DISCOUNTS

Contract prices, including the applicable price discount, shall be the maximum or ceiling price Contractor can charge Purchasers. However, The Contractor may offer a Purchaser a greater price discount for a volume order or for promotional purposes which would result in even lower purchase prices.

3.4 PRICE ADJUSTMENTS

Contractor may update or change its reference national published/posted product price list during the term of the Contract as necessary to delete discontinued products/services, add newly introduced products/services, or to pass-through price changes applied to all customers purchasing from the price list. Contractor shall provide the Contract Administrator notification of price list changes. This notification shall be handled as an administrative change and shall not require the execution of a Contract amendment as called for in section 2.6 Changes. Percentage discounts identified in Appendix H Price Worksheets shall remain unchanged.

A decrease in the level of price discount shall not be considered during the initial term of the Contract nor for any subsequent Contract extension. However, an increase in the level of price discount may be considered at any time during the initial term of the Contract and during each subsequent Contract extension.

For services available through this Contract, if pricing is listed at a per hour price (rather than as a percentage discount off list price) prices may be increased after initial term of the contract. A minimum of 60 calendar days advance written notice is required with accompanying sufficient documentation to justify the requested increase. Acceptance of the price increase will be at the discretion of the Contract Administrator and the adjusted price must not produce a higher profit margin that that established on the original contract pricing. Approved price increases must remain unchanged at least through the current extension term.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the DES, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this Contract.

The DES reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

4.2 USE OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

In accordance with RFP requirements, Contractor agrees to take complete responsibility for all actions of its subcontractors/dealers/distributors involved in the Contract performance.

During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

The Contract Administrator reserves the right to request the Contractor remove any subcontractor, dealer or distributor participating in the Contract. During the Contract Contractor may add or remove subcontractors, dealers or distributors participating in this Contract. Reference Appendix F National Network of Subcontractors/Dealers/Distributors for additional information.

Specific restrictions apply to contracting with current or former Washington state employees pursuant to Chapter 42.52 RCW and such restrictions may apply to contracting with current or former employees of other states.

4.3 ASSIGNMENT AND SUBCONTRACT/DEALER/DISTRIBUTOR INVOLVEMENT

Contractor shall not assign or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to assign or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination.

The Contractor shall be responsible to ensure that all Contract requirements are met whether performance is done by themselves or through designated and authorized subcontractors, dealers, or distributors also involved in the performance of this Contract. In no event shall the involvement of a subcontractor, dealer, or distributor release or reduce the liability of Contractor to the Purchaser for any breach in the performance of the Contractor's duties.

If during the performance of the contract or a purchase order, any named individual specifically identified in the response to work on this engagement is not available, the Purchaser reserves the right to approve or reject any personnel substitutions.

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Contract Purchaser/Purchasing Entity that they have the Contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other contracts established by Washington State or Participating Entities.

4.5 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

4.6 MERCURY CONTENT AND PREFERENCE

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The DES reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5.0 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

Authorized Purchasers/Purchasing Entities may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

1. For purposes of price verification and auditing, upon receipt of a purchase order the Contractor shall send the Purchaser an order confirmation notification that identifies applicable Contract prices to be applied to the order.
2. Upon the request of the Purchaser, the Contractor shall supply Purchaser documentation needed to verify Contract pricing compliance.
3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at Contractor's expense.

The Contractor is responsible to verify delivery conditions/requirements with the Purchaser prior to the delivery.

5.2 SHIPPING AND RISK OF LOSS

Contractor shall ship all products purchased pursuant to this Contract, freight charges prepaid by the Contractor, F.O.B. Purchaser's specified destination with all transportation and handling charges included. However, for the category Microwave Antennas only, additional freight charges may be prepaid and added to the invoice to cover the additional cost of shipment from the nearest port city to the Purchaser's receiving facility located outside the contiguous United States, provided the Purchaser approves the additional freight charge at the time of order placement.

The method of shipment shall be consistent with the nature of the products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by the Purchaser.

5.3 DELIVERY

Delivery of products must be made during Purchaser's normal work hours and within time frames mutually agreed in writing between the Purchaser and Contractor at the time of order placement.

Failure to comply with agreed upon delivery times may subject Contractor to damages. The Purchaser may refuse shipment when delivered after normal working hours. The Contractor shall verify specific working hours of individual Purchasers and instruct carrier(s) to deliver accordingly. The acceptance by the Purchaser of late performance, with or without objection or reservation by the Purchaser, shall not waive the right to claim damage for such breach, nor preclude the DES or Purchaser from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

All deliveries are to be made to the applicable delivery location as indicated in the order document. When applicable, the Contractor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Contractor initiate performance prior to receipt of written or verbal authorization from authorized Purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

5.4 SITE SECURITY

While on Purchaser's premises, Contractor, its agents, employees, subcontractors, dealers or distributors shall conform in all respects with physical, fire, or other security regulations.

5.5 INSPECTION, ACCEPTANCE AND REJECTION

The Purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements.

If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.6 INSTALLATION

When applicable, installation shall be performed in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. The Purchaser reserves the right to require Contractor to repair any damage caused during installation or provide full compensation as determined by the Purchaser.

5.7 TITLE TO PRODUCT

Upon Delivery or Acceptance, whichever is applicable, Contractor shall convey to purchaser good title to the goods free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

5.8 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchaser shall remain with the Purchaser, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vests in the Purchaser upon delivery of such property by the Contractor and acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.
2. Any property of the Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchaser all property of the Purchaser prior to settlement upon completion, termination, or cancellation of this Contract.

6. All reference to the Contractor under this clause shall also include Contractor's employees, agents, subcontractors, dealers or distributors.

5.9 LABELING

Individual shipping cartons shall be labeled with the name of the ordering agency, order number, Contract number, Contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Contractors are encouraged to offer product packaging with recycled content.

5.10 SOFTWARE LICENSE AGREEMENT

If the communication equipment ordered and delivered under the term and conditions of this Contract requires software or firmware to operate, the Contractor may require the Purchaser/Purchasing Entity to sign a software license agreement prior to shipment of the equipment. A software license agreement approved by the Contractor has been provided as Appendix M Software License Agreement.

6.0 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the products and services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Purchaser.

Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated WSCA-NASPO Contract/Master Agreement number or the Participating Addendum number, and the Purchaser's Contract/Purchase Order number (as applicable), and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume or promotional discount(s). Hard copy credit memos are to be issued when the Purchaser has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

If Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. (In Washington State reference Chapter 39.76 RCW.) Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of

whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, Washington purchasers agree to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. Purchasers located in other states may be required to pay their own state and local taxes on the purchase as required by local state laws and regulations. No charge by the Contractor shall be made for federal excise taxes and the purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
5. Other factors are identified applicable to Washington Purchasers are found in WAC 458-20 .

Washington State Department of Revenue Registration for Out-of-State Contractors:

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Washington State Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

Fees/Licenses:

After award of contract, and prior to commencing performance under the contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

Customs/Brokerage Fees:

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to all remedies available by law or contract. Neither the DES nor the purchaser will incur additional costs related to Contractor's payment of such fees.

Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

6.5 OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

6.6 AUDITS

The DES Contract Administrator and/or the Purchaser reserves the right to audit, or have a designated third party audit, applicable records to ensure that the Purchaser has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

7.0 QUALITY ASSURANCE**7.1 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its response or used to effect the sale to Purchaser.

7.2 PRODUCT WARRANTY

Warranty(ies): Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new and unused (or like new with no blemishes or defects), of the latest model or design and of recent manufacture. A copy of the equipment warranty shall be provided with the equipment at the time of equipment delivery.

In the event of conflict between Contract terms and conditions and Contractor's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the Purchaser maximum benefits, the Purchaser may avail itself of the Contractor's warranty if deemed more beneficial to the Purchaser.

7.3 WARRANTIES

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or

equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

The Contractor warrants for a period of one year(s) from the date of acceptance that: (a) the product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the product is suitable for the ordinary purposes for which such product is used, (c) the product is suitable for any special purposes identified in the solicitation, (d) the product is designed and manufactured in a commercially reasonable manner, and (e) the product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchaser) the product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced product fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED.

7.4 DATE WARRANTY

Contractor warrants that all products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date. In the event a date warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Contractor shall send, at Contractor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This date warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

7.5 COST OF REMEDYING DEFECTS

All actual costs of defects, of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

7.6 TRAINING

Contractor shall provide Purchasers training as requested following equipment delivery on basic operations and at no additional cost. Specialized training is available at an additional charge as scheduled between Purchaser and Contractor as described in Appendix E Contract Management and Performance.

7.7 OPERATOR MANUAL

Instruction and maintenance manuals shall be furnished for all delivered Contract equipment. The most current manual must be provided at no cost upon customer request. Manuals shall contain, but not be limited to the following:

- A section describing the capability of the equipment.
- A section on equipment specifications.
- A section describing operating instructions.
- A section describing the use of the equipment.

- A section describing general maintenance instructions.
- A section describing software installation and user guides (if applicable).

8.0 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the DES Contract Administrator.

8.2 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the DES, personnel duly authorized by the DES, personnel duly authorized by the Purchaser, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 NON-ENDORSEMENT AND PUBLICITY

Neither the DES nor the Purchasers are endorsing the Contractor's products or services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the state of Washington, DES, and Purchaser in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the DES and/or the impacted Participating Entity.

8.4 PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone

numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA, then at Purchaser's request, Contractor agrees to execute Purchaser's business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Purchaser for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

9.0 GENERAL PROVISIONS

9.1 WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS

Appendix C WSCA-NASPO Master Agreement Terms and Conditions shall supplement the terms and conditions of this Contract. To the extent there is any inconsistent or conflicting term between the two, the conflict or inconsistency shall be resolved in a manner most favorable to a Purchaser or Purchasing Entity.

9.2 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.3 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

9.4 SURVIVORSHIP

All transactions executed for products and services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Contractor's Commitments, Warranties and Representations; Protection of Confidential and Personal Information; Order of Precedence, Incorporated Documents, Conflict and Conformity; Non-Endorsement and Publicity; Retention of Records; Proprietary or Confidential Information; Disputes and Remedies; and Limitation of Liability shall survive the termination of this Contract.

9.5 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

9.6 GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 39.26 , RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 39.26 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

9.7 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.8 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

9.9 OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless DES and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

9.10 ANTITRUST

The DES maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the State of Washington any and/or Purchasing Entity all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

9.11 WAIVER

Failure or delay of the DES or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the DES's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the DES or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the DES or Purchaser of any existing or future right and/or remedy available by law.

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall have three business days to review the response. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three business days, a dispute resolution panel may be requested in writing by either party who shall also identify the first panel member. Within three business days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three business days.

The dispute resolution panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a dispute resolution panel whenever possible.

Unless irreparable harm will result, neither party shall commence litigation against the other before the dispute resolution panel has issued its decision on the matter in dispute.

DES, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the state of Washington, the DES may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor's representative. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor's representative with written notice of such demand.

10.3 FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The DES reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the Purchaser/Purchasing Entity.

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost

of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

10.6 LIMITATION OF LIABILITY

The parties agree that neither Contractor, DES nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor, the DES nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the DES or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the DES or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the DES or the Purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Except for breach of confidentiality, personal injury, or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, will be limited to the value of the prior year's Contract sales.

10.7 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the Contractor may be required to provide additional information (free of charge) at the request of the DES or Purchaser. Further, the Contractor may be subject to those federal requirements specific to the commodity.

10.8 FEDERAL RESTRICTIONS ON LOBBYING

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.9 FEDERAL DEBARMENT AND SUSPENSION

The Contractor certifies, that neither it nor its “principals” (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11.0 CONTRACT TERMINATION

The following sections (11.1 – 11.9) may also apply to an executed Participating Addendum. The Participating State/Entity may exercise the following actions regarding the management and administration of its Participating Addendum between themselves and the Contractor and/or those specified in Appendix C WSCA-NASPO Master Agreement Terms and Conditions.

11.1 MATERIAL BREACH

A Contractor may be terminated for cause by the DES, at the sole discretion of the Contract administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Contract;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor’s proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor’s property and such appointment endangers the Contractor’s proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the DES may issue a written cure notice. The Contractor may have a period of time in which to cure. The DES is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the DES. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affects any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the DES may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;

4. Impose actual damages;
5. Suspend or bar Contractor from receiving future solicitations or other opportunities;
6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the DES shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the DES and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the DES, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Contract is so terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and Accepted by the Purchaser prior to the effective date of Contract termination. Neither the DES nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the DES when it is in the best interest of the State of Washington and/or WSCA.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the DES and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the DES may terminate this Contract, in whole or in part, by thirty (30) calendar days written notice to Contractor.

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, DES may terminate this Contract by thirty (30) calendar days written notice to Contractor or work with

Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DES and/or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

11.7 TERMINATION FOR CONFLICT OF INTEREST

DES may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the DES and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

11.8 TERMINATION BY MUTUAL AGREEMENT

The DES and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the DES terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the DES and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the DES and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the DES and/or the Purchaser has or may acquire an interest.

12.0 CONTRACT EXECUTION

12.1 PARTIES

This Contract/Master Agreement is entered into by and between the state of Washington, acting by and through the Department of Enterprise Services (DES), Master Contracts & Consulting (MCC), an agency of Washington State government (“DES” or “State”) located at 1500 Jefferson Street SE, Olympia WA 98501, and *Avttec, Inc.* a corporation, licensed to conduct business in the state of Washington (“Contractor”), located at *100 Innovation Place Lexington, SC 29072* for the purpose of providing products and services for the public safety communication equipment.

12.2 ENTIRE AGREEMENT

This Contract/Master Agreement document and all subsequently issued amendments comprise the entire agreement between the DES and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract/Master Agreement.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or specifications of this Contract will be effective without the written consent of both parties.

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

1. The DES's Solicitation document #06913 with all attachments and exhibits, and all amendments thereto
2. Contractor's response to the Solicitation #06913;
3. A Participating Entity's Participating Addendum ("PA");
4. The terms and conditions contained on Purchaser's Order Documents, if used; and
5. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product and /or Service to the Purchaser.

Order of Precedence:

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations.
2. A Participating Entity's Participating Addendum ("PA"), including amendments.
3. Mutually agreed written amendments to this Contract.
4. This Contract Number 06913, including WSCA-NASPO Master Agreement Terms and Conditions.
5. The Purchaser's Statement of Work, Work Order, or Order Documents.
6. The DES's Solicitation document with all attachments and exhibits, and all amendments thereto.
7. Contractor's response to the Solicitation, as revised (if applicable) by mutual agreement.
8. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law. The Participating Entity's Participating Addendum shall be considered modified to conform to that state's statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, (postage prepaid),), via facsimile or by electronic mail, to the parties at the addresses, fax numbers, or e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:
Avtec, Inc.

Attn:
Michael Branning

100 Innovation Place
Lexington, SC 29072

Phone: (803) 358-3600
Fax: (803) 358-3636
E-mail: mbranning@avtecinc.com

To DES at:
State of Washington
Department of Enterprise Services
Master Contracts & Consulting
Attn:
Contract Administrator

Mail: Post Office Box 41411
Olympia, Washington 98504-1017

Street: 1500 Jefferson Street, SE
Olympia, WA 98501
Phone: (360) 407-9411
Fax: (360) 586-2426
E-mail: neva.peckham@des.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and DES further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

12.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the DES or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

12.6 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

12.7 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

[SIGNATURES APPEAR ON NEXT PAGE]

SIGNATURES

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this 1st day of September, 2015

This is a Partial award for: Contract 06913


Approved (Lead State)
State of Washington
Department of Enterprise Services
Master Contracts & Consulting
1500 Jefferson Street, SE
Olympia, WA 98501

Approved (Contractor)
Avtec, Inc.
100 Innovation Place
Lexington, SC 29072

 4/15/15
Signature Date

Neva Peckham
Print or Type Name

Contract Specialist
Title

 4-14-2015
Signature Date

Michael Branning
Print or Type Name

President
Title

 4/14/15
Signature Date

Christine Warnock
Print or Type Name

Washington WSCA-NASPO Director
Title



APPENDIX B STANDARD DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the State of Washington, Master Contracts & Consulting. Additional definitions may also be found in Chapter 39.26 RCW and WAC 200-300-015, and all terms contained herein will be read consistently with those definitions. Additional and supplemental definitions also appear in Appendix C WSCA-NASPO Master Agreement Terms and Conditions, Section 2 Definitions.

Acceptance	The materials, supplies, services, and/or equipment have passed appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.
Agency	Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature.
All or Nothing	<p>The result of a competitive Solicitation that requires that a Contract be executed with a single Bidder for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation. A method of award resulting from a competitive Solicitation by which the DES will award the resulting Contract to a single Bidder.</p> <p>Also, a designation the Bidder may use in its Bid or Response to indicate its offer is contingent upon full award and it will not accept a partial award.</p>
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the DES, at its sole discretion.
Authorized Representative	An individual designated by the Bidder or Contractor to act on its behalf and with the authority to legally bind the Bidder or Contractor concerning the terms and conditions set forth in Solicitation and Contract documents.
Bidder	A Vendor who submits a Proposal in reply to a Solicitation.
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.
Contract or Master Agreement	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the DES. The primary contact for the DES with Purchasers and Contractor on a specific Contract.
Contractor	Individual, company, corporation, firm, or combination thereof with whom the DES develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.
Estimated Useful Life	The estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.
Help Desk	Shall mean a service provided by Vendor for the support of Vendor’s Products. Purchaser shall report warranty or maintenance problems to Vendor’s Help Desk for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.
Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.
Lead Time/After Receipt Of Order (ARO)	The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or services order.
Master Contracts & Consulting (MCC)	The MCC within the Washington Department of Enterprise Services, Master Contracts & Consulting authorized to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Order Document	A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto.

No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Purchaser and the Contractor.

Procurement Coordinator	The individual authorized by the DES who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.
Recycled Material	Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.
Recycled Content Product	A product containing recycled material.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid/Proposal procedure and any amendments thereto issued in writing by the DES. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required , including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Proposal that meets all material terms of the Solicitation document.
Response	A Proposal.

Solicitation	The process of notifying prospective Bidders that the DES desires to receive competitive Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Request For Proposals (RFP), along with all attachments and exhibits thereto.
State	The State of Washington acting by and through the Department of Enterprise Services (DES).
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the DES.
Vendor	A provider of materials, supplies, services, and/or equipment.
Washington's Electronic Business Solution (WEBS)	The Vendor registration and Bidder notification system maintained by the Washington State Department of Enterprise Services located at: www.ga.wa.gov/webs .



APPENDIX C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) Applicable Federal statutes and regulations.
- (2) A Participating Entity's Participating Addendum ("PA"), including amendments.
- (3) Mutually agreed written amendments to this Contract.
- (4) This Contract Number 06913, including WSCA-NASPO Master Agreement Terms and Conditions.
- (5) The Purchaser's Statement of Work, Work Order, or Order Documents.
- (6) The DES's Solicitation document with all attachments and exhibits, and all amendments thereto.
- (7) Contractor's response to the Solicitation, as revised (if applicable) by mutual agreement.
- (8) Any other provision, term, or materials incorporated into the Contract by reference.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State Contract Administrator means the State centrally administering the Master Agreement after execution with the permission of the WSCA-NASPO States. The Lead State Administrator normally is the same as the Lead State conducting the cooperative procurement, evaluation, and award.

Master Agreement means the underlying agreement executed by and between the WSCA-NASPO contract administrator, normally the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in this Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of a Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in

the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

3. Term of the Master Agreement

The initial term of this Master Agreement is from the effective date of the Contract through June 30, 2016. This Master Agreement may be extended beyond the original contract period for six (6) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State Contract Administrator.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State Contract Administrator.

b. The Lead State Contract Administrator reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

Reference Section 3.5 Price Adjustments of the Model Contract.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating State or other Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without

the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State Contract Administrator immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State Contract Administrator prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or

- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State Contract Administrator shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State Contract Administrator shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State Contract Administrator, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State Contract Administrator shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Suspend Contractor from being able to respond to future bid/proposal solicitations; and
- (4) Suspend Contractor's performance; and
- (5) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until inspection and acceptance upon delivery when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be “Inside Deliveries” as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer’s standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity’s Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State Contract Administrator of changes in the Contractor’s key administrative personnel, in writing within 10 calendar days of the change. The Lead State Contract Administrator reserves the right to approve changes in key personnel, as identified in the Contractor’s proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor’s proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party’s reasonable control. The Lead State Contract Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State Contract Administrator, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State Contract Administrator, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys’ fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor’s obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor’s subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or

- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State Contract Administrator, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State Contract Administrator has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State Contract Administrator a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State Contract Administrator that (1) names the Participating Entities identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entities rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State Contract Administrator, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State Contract Administrator, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State or a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

20. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

21. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation or a Participating Addenda, the resulting award(s) are permissive.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions,

agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State Contract Administrator and Contractor. Participating Entities who execute a Participating Addendum may alter, modify, supplement or amend the WSCA-NASPO Master Agreement Terms and Conditions as necessary to comply with Participating Entity law or policy with respect to their Orders (or Orders of Purchasing Entities encompassed by their Participating Addendum) under the Master Agreement.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of the Chief Procurement Official of the state where the Participating Entity is located. Contractors may upon request obtain a copy of the written authorization from the Lead State Contract Administrator.

22. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

24. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State Contract Administrator, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Contract Administrator to review compliance with those obligations.

25. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

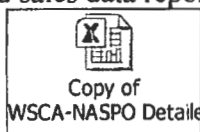
b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

26. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is provided below as an embedded Excel document:



c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

27. Standard of Performance and Acceptance

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

28. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

29. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

30. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of

Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

31. Waiver of Breach

Failure of the Lead State Contract Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State Contract Administrator, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State Contract Administrator or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

33. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State Contract Administrator.

34. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State Contract Administrator (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State Contract Administrator. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State

for claims relating to the procurement, evaluation, and award if named as a party or an intervenor; the state serving as the WSCA-NASPO Lead State Contract Administrator if a named party or intervenor (for other claims); the Participating State if a named party or intervenor; the Participating Entity state if a named party or intervenor; or the Purchasing Entity state if a named party or intervenor.

35. WSCA-NASPO eMarket Center

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center. Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) **Implementation Timeline:** WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The Contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**

(a) **Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data to the eMarket Center for the Lead State Contract Administrator's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) **Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. **Revising Pricing and Product Offerings:** Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State Contract Administrator and shall be subject to any other applicable restrictions with respect to the

frequency or amount of such revisions. The following conditions apply with respect to hosted catalogs:

(1) Lead State Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

- (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
- (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Lead State Contract Administrator; and
- (3) The Catalog must include a Lead State contract identification number; and
- (4) The Catalog must include detailed product line item descriptions; and
- (5) The Catalog must include pictures when possible; and
- (6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. **Applicability:** Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State Contract Administrator reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State Contract Administrator and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2016

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 115 Central Island Street, Suite 100 Charleston SC 29492	CONTACT NAME: Joy St. Martin PHONE (A/C, No., Ext): 843-972-5721 E-MAIL ADDRESS: joy_st.martin@ajg.com	FAX (A/C, No.): 843-577-5062													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B :Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C :Hartford Property and Casualty</td> <td>34690</td> </tr> <tr> <td>INSURER D :Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Hartford Fire Insurance Company	19682	INSURER B :Hartford Casualty Insurance Company	29424	INSURER C :Hartford Property and Casualty	34690	INSURER D :Continental Casualty Company	20443	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 473361024 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			22UUNRB5381	1/1/2016	1/1/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			22UUNRB5381	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			22RHURB5164	1/1/2016	1/1/2017	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			22WECL0251	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Technology E&O			C6016880642	1/1/2016	1/1/2017	Each Claim	\$2,000,000
							Aggregate Limit	\$2,000,000

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

CERTIFICATE HOLDER County of Boone, Missouri C/O Purchasing Department 613 East Ash Street Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Larry J. Smith</i>
---	---

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

3rd

day of

May

20

16

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

Now on this day the County Commission of the County of Boone does hereby award bid 18-06APR16 – Tires for Heavy Trucks and Large Equipment Term and Supply to Cross Midwest Tire, Inc.

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

Done this 3rd day of May, 2016.

ATTEST:

Wendy S. Noren

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

Karen M. Miller

District I Commissioner

Janet M. Thompson

Janet M. Thompson

District II Commissioner

218-2016

Boone County Purchasing

Jacob M. Garrett
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett, Buyer
DATE: April 25, 2016
RE: 18-06APR16 – Tires-Heavy Trucks and Large Equipment Term and Supply

The Bid for the Tires-Heavy Trucks and Large Equipment Term and Supply closed on April 6, 2016. Three bids were received. Purchasing and the Public Work's department recommend award to Cross Midwest Tire, Inc for submitting the low bid.

This is a Term and Supply contract coming from department 2040 -- Public Works, Account 59105 -- Tires, budgeted \$110,000.00. Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

**PURCHASE AGREEMENT
FOR
TIRES-HEAVY TRUCKS AND LARGE EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the 3rd day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cross Midwest Tire Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Tires-Heavy Trucks and Large Equipment Term and Supply**, bid number **18-06APR16**, any applicable addenda, and the Contractor's bid response dated **April 4, 2016** and executed by **Steve McCray** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award** and continuing through **May 1, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

CROSS MIDWEST TIRE INC.

by *Aug Turner*
title *President*
address *401 S 42nd*
 KC KS 66106

BOONE COUNTY, MISSOURI

by: Boone County Commission
 Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by: *[Signature]*
County Counselor

ATTEST:

 Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

 Jane E. Pitchford
Signature by *cy*

 4/26/16
Date

2040/59105 Term/Supply
 No Encumbrance Required
Appropriation Account

4. Response Form

4.1. Company Name: CROSS MIDWEST Tire Inc
 4.2. Address: 5320 Highway 763 N
 4.3. City/Zip: COLUMBIA, MO. 65202
 4.4. Phone Number: 573-442-8259
 4.5. Fax Number: 573-442-2865
 4.6. Federal Tax ID: 48-1082035

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. PRICING

Category 1 - Medium Truck Tires - Radial, Ply					
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.1.a.	225/70 R19.5 Steering	12PR	Firestone FS560 12ply	160716	\$ 218 ⁰⁰
4.7.1.b.	225/70 R19.5 Drive	12PR	Firestone FD690 12ply	186675	\$ 232 ⁰⁰
4.7.2.	10.00-R22.5 Steering *	14 PR	Gladiator QR55	GL1933297186	\$ 25 ⁰⁰
4.7.3.	10.00-R20 Steering *	16PR	Gladiator QR55	GL1933298190	\$ 25 ⁰⁰
4.7.4.a.	11-R22.5 Steering *	16PR	Gladiator QR99ms	GL1933401226	\$ 230 ⁰⁰
4.7.4.b.	11-R22.5 Drive *	16PR	Firestone FD663	211206	\$ 330 ⁰⁰
4.7.4.c.	11-R22.5 Drive Recap	16PR	Bandag BDY	388BDY	\$ 134 ⁰⁰
4.7.5.	315/80 R22.5 Steering *	20PR	Yokohama MY627	Y62702	\$ 443 ⁰⁰
4.7.6.	215/75 R17.5 HTR	16 PR	Gladiator QR55sr	GL1933291176	\$ 120 ⁰⁰
4.7.7.	235/75 R17.5 HTR	16 PR	Gladiator QR55ST	GL1933293176	\$ 130 ⁰⁰
4.7.8.a.	245/70 R19.5 Steering	16 PR	Gladiator QR55sr	GL1933294196	\$ 130 ⁰⁰
4.7.8.b.	245/70 R19.5 Drive	16 PR	Gladiator QR90PT	GL1933222196	\$ 146 ⁰⁰
4.7.9.	255/70 R22.5 Steering	16PR	Gladiator QR55sr	GL1933295226	\$ 160 ⁰⁰
4.7.10.	TOTAL				\$ 2323 ⁰⁰
			* = On/Off Road Compound		

Category 2 – Tire, Off-Road, Radial, Construction Equipment					
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.11.	14.00-R24	One *	(New) TITAN TGR	P6W1R4TTF	\$ 595 ⁰⁰
4.7.12.	17.5-R25	One *	(New) MAYUM MS202	M030167	\$ 1145 ⁰⁰
4.7.13.	17.5-R25	One *	(Recap SnowPlusTread) BR Retread	17525SP	\$ 796 ⁰⁰
4.7.14.	20.5-R25	12	XHA MAYUM MS300	M031203	\$ 1800 ⁰⁰
4.7.15.	TOTAL				\$ 4336 ⁰⁰

Category 3 – Tire, Front and Rear Agriculture and Industrial						
Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)
4.7.16.	19.5L-24	10	R-4	Solidal K-4 Backhoe	104152501	\$ 430 ⁰⁰
4.7.17.	400/80 R24	149A8	TRI2	Alliance 550 149A8	A55001700AL	\$ 860 ⁰⁰
4.7.18.	480/80 R34	164A8	TRI2	Alliance 550 164A8	A55003300AL	\$ 1530 ⁰⁰
4.7.19.	12-16.5 Foam Filled	10PR	NHS	Solidal 773 # Reprint Fill	Rednew +	\$ 370 ⁰⁰
4.7.20.	TOTAL					\$ 3190 ⁰⁰

Category 4 – Skid Steer/Mini Excavator Tracks					
Item #	Size	Type & Brand	Stock No.	Price (each)	
4.7.21.	450-81-76	CAMoplast Track	SD4508176V11CA	\$ 1738 ⁰⁰	
4.7.22.	400-72.5-74	CAMoplast Track	SD40072.574V11EA	\$ 1273 ⁰⁰	
4.7.23.	450-100-48	CAMoplast Track	HYD40010048V11E	\$ 1268 ⁰⁰	
4.7.24.	400-86-56	CAMoplast Track	HYD4008656V11BE	\$ 1219 ⁰⁰	
4.7.25.	TOTAL			\$ 5498 ⁰⁰	

Item #	Category 5 – Additional Tire Related Services	Price
4.7.26.	Tire Repair – In Shop (each)	\$ 20 ⁰⁰
4.7.27.	Balancing of Tire (each)	\$ 20 ⁰⁰
4.7.28.	Alignment – Front axle	\$ 85 ⁰⁰
4.7.29.	Alignment – Two/Three axle (Tandem/Singe trucks)	\$ 150 ⁰⁰
4.7.30.	Service Call in County normal business hours (per hour)	\$ 75 ⁰⁰
4.7.31.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)	\$ 85 ⁰⁰
4.7.32.	Service Call in County (per mile)	\$ N/C
4.7.33.	Flat Shop Rate (per hour)	\$ 45 ⁰⁰
4.7.34.	Mounting and Dismounting (Medium Truck Tires)	\$ 18 ⁰⁰
4.7.35.	Mouning and Dismounting Dry Tires (per cross section inch)	\$ 2.50
4.7.36.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$ 3.50

4.7.37.	Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F. No Methanol accepted.	\$ 2 ³⁰ per gal.
4.7.38.	Tire Disposal - Categories 1 (per tire)	\$ 7 ⁰⁰
4.7.39.	Tire Disposal - Category 2 and 3 (per tire)	\$ 15 ⁰⁰
4.7.40.	Track Disposal - Category 4 (per track)	25 ⁰⁰
4.7.41.	Valve Stems (each)	\$ 3 ⁰⁰
4.7.42.	Tire Fee Per Senate Bill 225	\$.50
4.7.43.	TOTAL	\$ 556 ⁸⁰

GRAND TOTAL (4.7.10 + 4.7.15 + 4.7.20 + 4.7.25 + 4.7.43.) \$ 15,903.⁸⁰

4.8. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: Current Govt Contract
 Maximum Percentage Increase for each potential renewal period:

4.9. 15 % 1st Renewal Period
15 % 2nd Renewal Period
15 % 3rd Renewal Period

4.10. Attach the required references as per section 2.9.

4.11. Please list below or attach information on any additional services and warranties offered by your company.

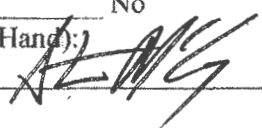
4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.12.1. Today's Date: April, 4, 2016

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.14. Authorized Representative (Sign By Hand):



4.14.1. Type or Print Signed Name:

Steve McCreary

Cross Midwest Tire Inc.

5320 Highway 763 N.

Columbia, Mo. 65202

Phone (573) 442-8259

Fax (573) 442-2865

List of References

Boone County Public Works: Greg Eddington (573) 449-6818

Mo. Dept. of Transportation Columbia Location: Darren (573) 289-6140
Chad (573) 239-6638

Boone County Fire Protection Dist.: Jim Jennings (573) 447-5000

Missouri Task Force 1 : Adam Stoffer (573) 819-8951

Callaway County Road & Bridge: Travis (573) 826- 0320

Moniteau County Road & Bridge: Tony Berry (573) 338-1548

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Wyandotte
State of Kansas)ss
)

My name is Gregory J. Trum Jr. I am an authorized agent of C & M Tire, Inc (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Gregory J. Trum Jr. 3/30/2016
Affiant Date
Gregory J. Trum Jr.
Printed Name

Subscribed and sworn to before me this 30th day of March, 2016.

Melanie Brenner
Notary Public

MELANIE BRENNER
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: 7/6/2018
Commission # 14992709

Company ID Number: 176145

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **C&M Tire, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 176145

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer C&M Tire, Inc.

Libby Rock

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/06/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/06/2009

Date

Company ID Number: 176146

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: C&M Tire, Inc.

Company Facility Address: 401 S. 42nd Street

Kansas City, KS 66106

Company Alternate
Address:

County or Parish: WYANDOTTE

Employer Identification
Number: 481082035

North American Industry
Classification Systems
Code: 453

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified
for: 17

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI 8 site(s)

Company ID Number: 176145

- ILLINOIS 1 site(s)
- KANSAS 7 site(s)
- ARKANSAS 1 site(s)

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

Name:	Libby Rock	Fax Number:	(913) 233 - 4947
Telephone Number:	(913) 321 - 3003 ext. 4913		
E-mail Address:	lrock@crossmidwest.com		

(Please complete and return with Contract)

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

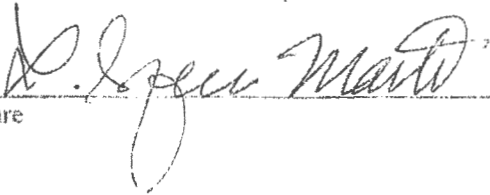
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

L. Spencer Martin VP & CFO

Name and Title of Authorized Representative



Signature

3/30/16

Date



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **18-06APR16**
Commodity Title: **Tires-Heavy Trucks and Large Equipment Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 6, 2016**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201**
Directions: The Boone County Annex Building is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 6, 2016**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash, Room 111
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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 County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for **Tires and Tire Related Services for Medium and Heavy Trucks and Large Equipment**.
- 2.1.1. **Scope of Work** – The contractor shall provide all services, supervision, labor, equipment, products, and materials necessary to provide the County with tires and tire related services for heavy trucks and large equipment.
- 2.1.2. **Estimated Quantity** – All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the date of award through May 1, 2017 and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.3. **CONTRACT EXTENSION** – 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.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **MINIMUM REQUIREMENTS – ALL TIRES SHALL BE GRADE NO. 1. NO BLEMISHED OR SECONDS WILL BE ACCEPTED (Note –retread tires shall be the only exception to this requirement). All tires should fit American size standards.**
 - 2.5.1. Contractor to stock, provide and/or install new tires as outlined by the County.
 - 2.5.2. Contractor to provide related services as needed (e.g. mounting, flat repair, computer balancing, alignment, etc.).
 - 2.5.3. Contractor to provide 24-hour roadside service on an "as needed basis". Contractor shall provide the name and telephone number of point of contact for 24-hour roadside service with the bid submission.
 - 2.5.4. No portions of the work shall be assigned to a subcontractor without the prior knowledge and written consent of the County.
 - 2.5.5. Contractor is responsible for repair and/or replacement of any damage (e.g. includes studs, nuts, etc.) done to the wheel or vehicle in the process of alignment of the vehicle and/or removing and replacing a tire. Contractor shall be required to correct any problem(s) associated with an alignment provided they are notified within five (5) days from the date the alignment was completed by said contractor. Contractor shall be required to commence work on County vehicles within thirty (30) minutes of their arrival and to continuously pursue the necessary work until completed.
 - 2.5.6. If a roadside service call is requested, the Contractor shall be required to arrive within thirty (30) minutes of call for flat repair within the city limits and one (1) hour for flat repair outside the city limits. Contractor shall obtain county **vehicle number and mileage** and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Fleet Operations Superintendent, Rickey Harvey, or his designated county representative at (573) 449-8515 ext. 229.
 - 2.5.7. **Discontinued Tires** – In the event a tire has been discontinued, the contractor will be required to substitute a tire of the same size that is equal to or greater in quality and durability at no additional expense and with the approval of the Fleet Operations Superintendent, Rickey Harvey, or his designated county representative at (573) 449-8515 ext. 229.
- 2.6. **CONTRACTOR QUALIFICATIONS** – Contractor must be a fully authorized and licensed distributor for the manufacturer's tires offered.

- 2.6.1. Contractor shall operate a fully equipped and outfitted stocking warehouse capable of providing all tires and related services within 20 miles of the Boone County Public Works Department.
- 2.6.2. Contractor must own, operate, and maintain a fleet of roadside service vehicles for delivery, service, flat repair, and mounting of all sized tires.
- 2.7. **SPECIAL CONDITIONS**
- 2.7.1. **10.00R x 20 and 11R-22.5 Radial Steel Load Range H front tires** (All position tires are not acceptable); radial construction, flexible sidewalls, single steel carcass, heavy duty continuous rib tread pattern; tub type-16 ply; off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.2. **11R-22.5 Radial Steel Load Range H rear tires** (All position tires are not acceptable); mud and snow tread; radial construction; flexible sidewalls; single steel carcass; aggressive block tread pattern; tube type – 16 ply; off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.3. **14.00-R24 Motor Grader:** New Tires: G2/3 non-directional, aggressive tread pattern, steel belted radial, tubeless.
- 2.7.4. **17.5-R25 Motor Grader:** New and recap Tires: steel belted radial, tubeless SnowPlus or comparable tread design.
- 2.7.5. **19.5L-24 R-4 Backhoe Tractor:** 19.5L-24 R-4 (10 ply) aggressive tread pattern, tubeless.
- 2.7.6. **400/80 R24 and 480/80 R34 Mowing Tractor:** Nokian tread design or equal, steel belted radial, tubeless. Load index rating – 149A8/B at a minimum. No R1 treads will be accepted.
- 2.7.7. **Compact Track Loaders/Mini Excavator Tracks:** Tracks shall be Heavy Duty Premium Tracks, Acceptable Brands are Bridgestone, Camoplast, Trelleborg or equal.
- 2.7.8. **WARRANTY** – Manufacturer’s standard warranty shall apply.
- 2.8. **REFERENCES** – Bidder should include a minimum list of three (3) references, from similar contacts only, who could attest to the quality of the proposed service and the firm’s knowledge, quality of work, timeliness, diligence, etc., including names, contact persons, and telephone number of references.
- 2.9. **INSURANCE REQUIREMENTS**
- 2.9.1. **Insurance Requirements:** The Contractor 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 Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.2. **Compensation Insurance** - The Contractor 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 Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor 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 subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. 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 Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage's. Should any work be subcontracted, these limits will also apply.

- 2.9.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.5. **Proof of Carriage of Insurance** - The Contractor 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.
- 2.9.6. **INDEMNITY AGREEMENT:** 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 providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.10. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Jacob M. Garrett, Buyer, 613 E. Ash, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: JGarrett@boonecountymo.org.
- 2.12. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. PRICING

Category 1 – Medium Truck Tires – Radial, Ply

Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.1.a.	225/70 R19.5 Steering	12PR	_____	_____	\$ _____
4.7.1.b.	225/70 R19.5 Drive	12PR	_____	_____	\$ _____
4.7.2.	10.00-R22.5 Steering *	14 PR	_____	_____	\$ _____
4.7.3.	10.00-R20 Steering *	16PR	_____	_____	\$ _____
4.7.4.a.	11-R22.5 Steering *	16PR	_____	_____	\$ _____
4.7.4.b.	11-R22.5 Drive *	16PR	_____	_____	\$ _____
4.7.4.c.	11-R22.5 Drive Recap	16PR	_____	_____	\$ _____
4.7.5.	315/80 R22.5 Steering *	20PR	_____	_____	\$ _____
4.7.6.	215/75 R17.5 HTR	16 PR	_____	_____	\$ _____
4.7.7.	235/75 R17.5 HTR	16 PR	_____	_____	\$ _____
4.7.8.a.	245/70 R19.5 Steering	16 PR	_____	_____	\$ _____
4.7.8.b.	245/70 R19.5 Drive	16 PR	_____	_____	\$ _____
4.7.9.	255/70 R22.5 Steering	16PR	_____	_____	\$ _____
4.7.10.	TOTAL				\$ _____

*=On/Off Road Compound

Category 2 – Tire, Off-Road, Radial, Construction Equipment

Item #	Size	Ply Rating	Tire Type & Brand	Stock No.	Price (each)
4.7.11.	14.00-R24	One *	(New)		\$
4.7.12.	17.5-R25	One *	(New)		\$
4.7.13.	17.5-R25	One *	(Recap SnowPlusTread)		\$
4.7.14.	20.5-R25	12	XHA		\$
4.7.15.	TOTAL				\$

Category 3 – Tire, Front and Rear Agriculture and Industrial

Item #	Size	Ply Rating	Tire Code	Tire Type & Brand	Stock No.	Price (each)
4.7.16.	19.5L-24	10	R-4			\$
4.7.17.	400/80 R24	149A8	TRI2			\$
4.7.18.	480/80 R34	164A8	TRI2			\$
4.7.19.	12-16.5 Foam Filled	10PR	NHS			\$
4.7.20.	TOTAL					\$

Category 4 – Skid Steer/Mini Excavator Tracks

Item #	Size	Type & Brand	Stock No.	Price (each)
4.7.21.	450-81-76			\$
4.7.22.	400-72.5-74			\$
4.7.23.	450-100-48			\$
4.7.24.	400-86-56			\$
4.7.25.	TOTAL			\$

Category 5 – Additional Tire Related Services

Item #	Category 5 – Additional Tire Related Services	Price
4.7.26.	Tire Repair – In Shop (each)	\$
4.7.27.	Balancing of Tire (each)	\$
4.7.28.	Alignment – Front axle	\$
4.7.29.	Alignment –Two/Three axle (Tandem/Singe trucks)	\$
4.7.30.	Service Call in County normal business hours (per hour)	\$
4.7.31.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)	\$
4.7.32.	Service Call in County (per mile)	\$
4.7.33.	Flat Shop Rate (per hour)	\$
4.7.34.	Mounting and Dismounting (Medium Truck Tires)	\$
4.7.35.	Mounting and Dismounting Dry Tires (per cross section inch)	\$
4.7.36.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$

Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F.

- 4.7.37. No Methanol accepted. \$ _____
- 4.7.38. Tire Disposal – Categories 1 (per tire) \$ _____
- 4.7.39. Tire Disposal – Category 2 and 3 (per tire) \$ _____
- 4.7.40. Track Disposal – Category 4 (per track) _____
- 4.7.41. Valve Stems (each) \$ _____
- 4.7.42. Tire Fee Per Senate Bill 225 \$ _____
- 4.7.43. TOTAL \$ _____

GRAND TOTAL (4.7.10 + 4.7.15 +4.7.20 +4.7.25. +4.7.43.) \$ _____

4.8.

Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: _____%

Maximum Percentage Increase for each potential renewal period:

4.9. _____ % 1st Renewal Period

_____ % 2nd Renewal Period

_____ % 3rd Renewal Period

4.10. Attach the required references as per section 2.9.

4.11. Please list below or attach information on any additional services and warranties offered by your company.

4.12. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.12.1. Today's Date: _____

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.14. Authorized Representative (Sign By Hand):

4.14.1. Type or Print Signed Name:

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

(Please complete and return with 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.

Name and Title of Authorized Representative

Signature

Date

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(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).

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

Name and Title of Authorized Representative

Signature

Date



Standard Terms and Conditions

Boone County Purchasing

613 E. Ash, Room 111

Columbia, MO 65201

Jacob Garrett, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

“No Bid” Response Form

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid:18-06APR16 - Tires-Heavy Trucks and Large Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

May Session of the April Adjourned

Term. 20¹⁶

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 3rd day of May 20 16

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 grant application by the 13th Judicial Circuit Court for the Juvenile Court Diversion Grant for the FY2017.

Done this 3rd day of May, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**YOUTH, FAMILY AND COMMUNITY JCD GRANTS
POLICIES, PROCEDURES, AND GUIDELINES**

FOR FY'17 PROJECTS

I. Statement of Philosophy

It is the philosophy of the Division of Youth Service that all youth who can be served on a local level should be afforded the necessary services through the juvenile court or other local organizations so that they can remain in the community rather than being exposed to a larger segment of the juvenile justice system. It is further felt that many juvenile courts throughout the state do not have sufficient basic services to properly work with and process youth who come to the attention of their courts. It is, therefore, the purpose of the Youth, Family and Community JCD Grant program to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services. Another goal of this program is the development of a more evenly distributed service delivery system as well as the development and maintenance of minimum standards.

II. Mandated Responsibilities

The 78th General Assembly mandated the diversion programming as part of the broad responsibilities of the Division of Youth Services. The responsibilities of this program, as specified in the law, include the establishment of standards for the program, the establishment of a local advisory board (or planning group), and that a written description of the program be submitted to the division. The division is also required to monitor and evaluate projects funded through this source and it is specified that funds shall not be supplanted because of the implementation of Juvenile Court diversion programming (RSMo. 219.041).

Standards:

Programs initiated with Youth, Family, Community JCD Grant funds shall be consistent with promising practices, evidenced based approaches and other model programs. In view of the fact that a wide variety of projects can be established under Youth, Family and Community JCD Grant funding, it is assumed that most projects fall within a general program description supported by organizations such as the Office of Juvenile Justice and Delinquency Prevention (OJJDP), i.e., probation, supervision, model programs, etc. For those projects where youth will be placed in contractual residential care, the provider being utilized must maintain a current Department of Social Services - Children's Division license.

Planning Committee or Advisory Board:

In determining the purposes for which funds will be expended, the juvenile court judge shall appoint a planning committee representative of the community's population. The committee shall actively participate in the formulation of plans for the proper expenditure of funds and shall cooperate and assist in the implementation of these plans. Members of this committee shall receive no compensation. The Youth, Family and Community JCD Grant Program Planning Committee may be a committee dedicated solely for the purpose of advising the juvenile court on the programs funded by the Youth, Family and Community JCD Grant Program or it may be a committee which is used by the juvenile court for other purposes, with Juvenile Court diversion programming being only one function. This determination would be made by the juvenile court and how it chooses to utilize committees on a local level.

Monitoring:

In accordance with the directive outlined by the statutes, the director of the Division of Youth Services or their designee shall visit or cause to be visited each project funded by the Youth, Family and Community JCD Grant Program. The purpose of such a visit is to examine the program as well as its books and records. It is a further obligation of the division to make written recommendations for needed changes or improvements to the funded projects.

Non-Supplanting:

In accordance with the statutes, participating counties may not diminish or reduce their level of spending for juvenile correctional programs in order to remain eligible to receive subsidy for a specific program being subsidized by the Youth, Family and Community JCD Grant. The requirement to not supplant funds relates directly to the general revenue of the county and does not include other funding sources available to the county which do not affect the county's general revenue.

III. Program Guidelines

All projects will identify at-risk youth who will be diverted from DYS by implementation of the project while at the same time adding to the local courts' service delivery system.

Youth, Family and Community JCD Grant funds will be used for projects described in Document C – Court Services Projects or a gang deterrence project described in Document D – Special Initiatives – Gang Deterrence. Please review the documents of this packet for the description, objectives, and eligible activities available for each type of project.

Successful applicants will develop their proposal projecting the total number of youth served and the number of at-risk youth diverted. “At-risk” youth are

defined as youth who will receive services from the proposed project who have been referred to and adjudicated by the juvenile court for a status or law violation offense. Only at-risk youth served by the project and not committed during the project year will be counted as diversions.

IV. Application Procedure for Juvenile Court Diversion Funds

Each of the information items outlined below must be covered in the project application. Certain items may require more detail than others; however, no item should be omitted except when it is not applicable.

Applicants are able to 1) apply for the renewal of an existing contract or 2) submit an application for a new contract.

CONTRACT RENEWAL APPLICATION:

The Juvenile Court may request renewal of the JCD contract. Renewal is an option when no substantive changes are requested with regard to the primary goals of the existing JCD project.

The Department of Social Services has the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

INITIAL APPLICATION OR NON-RENEWABLE CONTRACT APPLICATIONS

Detailed instructions for completing an initial application or a non-renewable contract application are addressed in Document B – Guidelines for Writing a Proposal.

Follow the application format. Failure to follow the format described in Exhibits A through Exhibit E - Budget Outline will disqualify the application.

Submit a separate application for each individual project.

Step 1: Complete Exhibit C – Planning Committee Members.

Identify the members of the Planning Committee (Advisory Board), their contact information and occupation.

Step 2: Complete Exhibit B – Narrative.

A Four-Part Narrative is composed by responding to a series of short response questions. Answers that are brief in form but comprehensive in scope are encouraged.

Part 1 - Description of the Problem.

Using available data, briefly describe the current factors and issues that affects juvenile justice in the circuit. Identify the specific problem to be addressed by this project and provide sufficient supporting documentation, statistical and/or descriptive information. Emphasis should be placed on commitment patterns, trends and or needs to describe how youth targeted by this project are at risk of commitment to the Division of Youth Services. Include past progress in addressing the problem.

Part 2 – Goals, Specific Strategies / Objectives / Evaluation.

Enumerate the primary goals identified to address local needs and diversion of youth from the Division of Youth Services. Identify the strategies and/or services necessary to achieve the goals.

Describe the impact or changes the project is expected to have on youth, families, community and the court. Describe how those changes can be measured.

Part 3 – Local Resources and Support / Sustainability

Identify community collaborates and other resources that will support the project. Recognizing that diversion programming is subject to annual appropriation, discuss the how this project may be sustained beyond the funding cycle.

Part 4 – Employee and Contractual Provider Responsibilities.

If the project proposes employing persons or contracting for services to achieve the goals and objectives, describe the primary role, responsibilities and duties of those agreements.

If a contractual provider will have direct contact with youth as a part of the delivered services a background check must be completed in accordance with Executive Order 99-05 (Attachment A).

Step 3: Complete Exhibit E – Budget.

The Budget Outline is accomplished by completing a breakout of the following five (5) categories:

- 1) Personnel (two parts)
 - a) Personnel Salaries
 - b) Fringe Benefits
- 2) Travel and Professional Development

- 3) Equipment or Property
- 4) Supplies / Operations
- 5) Contractual Services

Each worksheet will require an indication of the level of local funds to be committed to the activity, even when the amount is zero.

Budget revisions are permitted during the contract period. Any deviation from the approved budget categories will require prior approval in writing from the Division of Youth Services.

Following is information specific to the Budget:

Personnel

Personnel costs should be consistent with the Personnel Job Classifications salary schedule established by the Circuit Court Budget Committee. Grant funding will not be approved to supplement salaries of regularly employed full-time court employees for additional duties assumed under this proposal.

Fringe Benefits

Local cost basis are used for calculating Fringe Benefits within your circuit.

Travel and Professional Development

Describe the purpose of the travel or professional development activity. Travel expenses are limited to in-state travel only. Expenses are estimated on a basis delineated by cost for mileage, meals, and lodging. Unusual lodging expenses shall be justified.

Equipment or Property

Equipment for the Youth, Family and Community JCD Grant Program must be relevant and essential for the operation of the project.

Supplies / Operations

Supplies / Operations include items and expenses that are necessary for office operation, training supplies, and miscellaneous expenses. Estimates shall be made on a monthly basis.

Contractual Services

Contractual services for the project shall be estimated if applicable. Examples of contractual services include: purchase of group care services, foster home

payments, training consultants, etc. For projects where youth will be placed in contractual residential care the provider being utilized must currently be licensed for residential services by the Department of Social Services - Children's Division.

Each subcontract entered into for the provision of care and treatment of youth must contain a requirement that each subcontractor will conduct background checks on its employees thus providing protection to youths receiving such care and treatment. (Attachment B – Contract Data)

Clarification:

- If necessary – Attachment B (Contract Data) is required to be submitted prior to beginning services.
- The Contract Data sheet must be in place prior to services being delivered by the provider after the contract between DYS and the court is in place. A copy shall be provided to DYS.
- The contracting agency may complete the contract data sheet certifying that all persons in his/her employ, providing direct services under the contract, have been subjected to a background check. The contracting agency shall maintain documentation showing background checks were completed as required. Or, the contracting agency may choose to complete a contract data sheet for each employee providing direct services under the contract.
- If the court contracts with individuals, each individual should complete a Contract Data Sheet.
- A contracting agency is not required to submit a Contract Data sheet annually. Therefore, if the contracting agency has provided services previously and a Contract Data sheet is on file, a new Data sheet is not required.

Subcontracts must be competitively bid in accordance with procedures established in chapter 34, RSMo and by local county purchasing regulations.

Budget Summary

Review the Budget Summary to ensure it reflects the amounts to be requested in the application. The Approved Budget Summary will be attached to the Contractual Services Agreement and serve as the line-item budget.

Appeals Process

In view of the fact that there are limited funds to disperse on a state-wide basis, the division hereby reserves the right to administer those funds as deemed appropriate. Realizing, however, that communication gaps can exist, the division hereby establishes an appeals process whereby a juvenile court may appeal a funding denial by the division. This appeal is based on the assumption that the denial judgment was made without sufficient knowledge or understanding of the proposed program. The appeal process shall allow the applicant to appear before the selection body for the purpose of further explaining the proposed program. Appeals must be filed in writing within 30 days after notification of denial. It is the prerogative of the division to make a final decision on any appeal.

Step 4 – Complete Exhibit D – Certification of Spending Level.

As required by RSMo 211.393.6, provide the expenditures for juvenile services over the past three (3) years and briefly describe how the Maintenance of Effort funds are used within the court. The Applicant's Fiscal Officer should review and approve the report.

Step 5: Complete Exhibit A – Executive Summary.

Identify the type of application and the contact personnel for the project. Review Document C – Court Services Projects for a summary of traditional JCD funded projects and Document D – Special Initiatives to learn more about gang deterrence funding. Based on the completed planning process, identify the primary focus of the program.

Face Sheet & Press Release Information

The Division of Youth Services may announce your Youth, Family and Community JCD Grant Program to the media in your area. To assist us, please summarize the project in one paragraph, describing what will be done and what is hoped to be accomplished.

Projected Number of Youth to be Served by this Project

Based on the planning development of the diversion program, project the numbers of youth to be served and the highest level of intervention expected to divert the youth from commitment from DYS.

Budget / Costs Summary

The amounts reported in the Executive Summary should equal those reported on the Budget Summary of Exhibit E – Budget. The Applicant's Authorized Official (Judge) should review the application prior to submission.

V. Operational Aspect of Juvenile Court Diversion Programs

Contract Procedure - Upon approval of a Youth, Family and Community JCD Grant Project by the division, the juvenile court will receive a contract to fund the project. The contract will contain the specifics relevant to payment to the court for the program or program elements approved by the division in the program application, including budget detail. It will be necessary for the contract to be approved by the director of the Department of Social Services prior to obligation of funding; however, once approved, the program can commence on the local level with assurance that the state will comply with the conditions of the contract as set forth.

Cash Flow Procedures - In order to facilitate the operation of a given program by a juvenile court, the Division of Youth Services will contract with the court or the county in such a manner that the contractor can then submit invoices on a monthly or quarterly basis depending upon the nature of the program. The method of payment will be stipulated in the contract. Payments will be made in arrears on a performance basis; therefore, the court will need some mechanism of initiating and paying for the program for the first six to eight weeks of operation.

Local Accountability of Funds - The juvenile court has the responsibility to make sure that certain fiscal records are maintained regarding the Youth, Family and Community JCD Grant funds. Program funds are from state general revenue and are subject to audit by the state auditor. Because of this, it is necessary that an audit trail be established for these funds. Youth, Family and Community JCD Grant monies should be deposited in a designated account or coded by the administrative body in such a manner that they may be identified. This is also necessary to assure the fact that supplanting has not taken place. If the court or other administrative body is in need of assistance in setting up an accounting procedure, they may request assistance from the Division of Youth Services.

Monitoring Procedures - The Division of Youth Services is responsible for providing the monitoring function of programs developed with Youth, Family and Community JCD Grant funds. Monitoring will be accomplished by division staff working with juvenile court staff in determining if the program is operating in accordance with the contractual agreement negotiated between both parties. The division will not only be concerned with the basic operation of the project but also whether the project is meeting its established goals and if standards for the project are being maintained. Monitoring visits will be conducted once per year. The visit will occur between the period of November 1 through March 31. In making monitoring visits, DYS staff may wish to interview project staff, the project director, the chief juvenile court administrator, the person keeping project records, the juvenile court judge, and any other individuals who seem to be appropriate. Further, the division may request records of youth served by the project to date during a monitoring visit. Funding levels of existing projects can be increased or decreased at this time.

Should it be determined that there are reasonable grounds to believe that the juvenile court is not in compliance with the terms of the contract, written notice will be issued and 30 days will be given the court to comply. At the end of this time period, a hearing shall be held by the division's selection committee to assess whether progress has been made toward compliance. Should the juvenile court continue to not comply, the Division of Youth Services may suspend all or a portion of any Youth, Family and Community JCD Grant funds which have not been paid to the contractor until such time that the required compliance or standards of operation have been met. All proceedings and negotiations concerning non-compliance will be documented.

Evaluation Procedures - As a part of the application process, an evaluation design for the program will be developed by the court. The nature of this design will be determined by the type of program the court wishes to operate with the Youth, Family and Community JCD Grant funds. A final evaluation report of the project will be required within 60 days of completion of the project. The evaluation will follow the outline developed in the application and should reflect the degree to which the project objectives have been met. These projections will be considered by the division when making refunding decisions. The final report shall be submitted on the evaluation form developed by the division and the form shall be completed on each project.

Program Continuation - due to the fact that the State of Missouri cannot obligate funds which have not been legislated, all contracts must be on a year-to-year basis. Each year, the division will issue a program announcement and receive funding proposals from juvenile courts. These proposals may be for projects which meet the guidelines. DYS will consider the funding of existing projects based on the degree they have achieved their goals as outlined in the application and as reported by the monitoring performed by the division, the funding available, and the degree to which the projects meet the objectives of Youth, Family and Community JCD Grant Programs as described in the Statement of Philosophy. Each continuation project must stand on its own merit and request for additional funds will only be considered if the increases are a result of cost of living increases for project staff or rate increases for purchase of group care, foster care, or counseling services. (The applicant will need to justify the need for any salary or rate increase). All other additions to the project must be submitted in a separate proposal and for the purpose of funding will be considered as a new proposal which will compete with other new proposals.

Cost Assumption:

The division intends to continue funding, subject to appropriation, projects recommended for continuation that are meeting the project objectives. However, each project must be resubmitted each year and will be evaluated annually. Such an evaluation shall take into account the relative cost and effectiveness of the project and whether or not it has achieved its intended objectives. The division maintains the right to implement a cost assumption rule in future funding years.

If a court, after operating a Youth, Family and Community JCD Grant Program for a period of time, determines that the project is not functional or is not worthwhile and wishes to cancel the program, the court may contact the division and, through mutual consent of the contracting parties, the Youth, Family and Community JCD Grant Program contract may be terminated.

Contract

Contract : ERS17215__



Missouri Department of Social Services
Division of Finance & Administrative Services
Procurement Unit
P.O. Box 1643
Jefferson City, MO 65102

Title:
JUVENILE COURT DIVERSION PROGRAMS (JCD)

Contract Period:
July 1, 2016 through June 30, 2017

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor Information:

Contractor Name:
Mailing Address:
City, State Zip:

Contact Person Name and Title: Ruth McCluskey, Chief Juvenile Officer

Contact Person E-Mail Address: Ruth.McCluskey@courts.mo.gov

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*The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contractor shall exist between the contractor and the Department of Social Services.*

*The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.*

***In witness thereof, the parties below hereby execute this agreement.***

\_\_\_\_\_  
Authorized Signature for the Contractor:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the  
Department of Social Services

\_\_\_\_\_  
Date

# 1 Introduction

- 1.1 The Missouri Department of Social Services, Division of Youth Services (Department) hereby enters into this contract for the purchase of Juvenile Court Diversion Program services, in accordance with requirements stated herein. The Department agrees to provide the Contractor funding as outlined in Attachment A – Budget Page, for services provided under the Focus Area(s) described in the Scope of Services (Section 3 below).
- 1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER110) issued to the Department by the State Office of Administration.
- 1.3 The Department is authorized under Section 219.041, RSMo (<http://moga.mo.gov/statutes/C200-299/2190000041.HTM>), to administer a Juvenile Court Diversion (JCD) program for the purpose of assisting local units of government in the development and implementation of community-based treatment programs for the care and treatment of children.
- 1.4 The mission of the Division of Youth Services is to enable youth to fulfill their needs in a responsible manner within the context of and with respect for the needs of the family and the community. The Division of Youth Services is responsible for the care and treatment of youth committed to its custody by one of the 45 Missouri juvenile courts.

## 1.5 Background Information

- 1.5.1 Statement of Philosophy: It is the philosophy of the Division of Youth Services that all youth who can be served on a local level should be afforded the necessary services through their local juvenile court or other local organizations, so that they can remain in the community rather than being exposed to a larger segment of the juvenile justice system. It is further felt that many juvenile courts throughout the state do not have sufficient basic services to properly work with and process youth who come to their attention. It is, therefore, the purpose of the Youth, Family and Community JCD Grant program to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services. Another goal of this program is the development of a more evenly distributed service delivery system across the State of Missouri as well as the development and maintenance of minimum standards for all judicial circuits.
- 1.5.2 Mandated Responsibilities: The 78<sup>th</sup> General Assembly of the State of Missouri mandated the diversion programming as part of the broad responsibilities of the Division of Youth Services. The responsibilities of this program, as specified in law, include the establishment of standards for the program, the establishment of a local advisory board (or planning group), and that a written description of the program be submitted to the division. The division is also required to monitor and evaluate projects funded through this source and it is specified that funds shall not be supplanted because of the implementation of Juvenile Court Diversion programming (RSMo 219.041).
- 1.5.3 Standards: Programs initiated with Youth, Family and Community JCD Grant funds shall be consistent with promising practices, evidence-based approaches and other model programs. Because a wide variety of projects can be established under Youth, Family and Community JCD Grant funding, it is assumed that most projects fall within a general program description supported by organizations such as the Office of Juvenile Justice and Delinquency Prevention (OJJDP), i.e., probation, supervision, model programs, etc. For those projects where youth will be placed in contractual residential care, the Contractor being utilized must maintain a current license from the Missouri Department of Social Services, Children's Division.
- 1.5.4 Planning Committee or Advisory Board: In determining the purposes for which funds will be expended, the juvenile court judge shall appoint a planning committee whose membership shall be representative of the community's population. The committee shall actively participate in the formulation of plans for the proper expenditure of funds and shall cooperate and assist in the implementation of these plans. Members of this committee shall receive no compensation for their service on the committee. The Youth, Family and Community JCD Grant Program Planning Committee may be a committee dedicated solely for the purpose of advising the juvenile court on the programs funded by the Youth, Family and Community JCD Grant Program, or it may be a committee which is used by the juvenile court for other purposes with Juvenile

Court diversion programming being only one function. This determination shall be made by the juvenile court based on how it chooses to utilize its committees on a local level.

1.5.5 **Monitoring:** In accordance with the directive outlined by applicable statutes, the director of the Division of Youth Services or his/her designee shall visit, or cause to be visited, each project funded by the Youth, Family and Community JCD Grant Program. The purpose of such visits is to examine the program, as well as its books and records. It is a further obligation of the division to make written recommendations for needed changes or improvements to the funded projects.

1.6 The contract period shall be as stated on first page, with two (2) optional renewal periods of one (1) year each.

## 2 General Performance Requirements

2.1 The contractor shall provide services in accordance with the provisions and requirements stated herein. Services funded by the Department shall consist only of those services described herein.

2.2 The contractor shall coordinate all agreement activities with designated representatives of the Department.

2.3 Within five (5) days of agreement award, the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor's representative servicing the agreement.

a. The contractor understands that electronic mail (e-mail) will be used to transmit documents and other correspondence from the Department to the contractor. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.

2.4 **Contractor's Personnel:** The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the agreement immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the agreed services included herein. If the contractor's business status changes during the life of the agreement to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the agreement:

1. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
2. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
3. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- 2.5 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor agreements with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the agreement binding the contractor and subcontractor affirmatively states that:
- the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
  - shall not henceforth be in such violation, and
  - the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.6 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to an award of an agreement.
- 2.7 **Debarment Certification:**
- 2.7.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.7.2 The contractor must complete and submit Exhibit #2, Certification Regarding Debarment, prior to award of agreement.
- 2.8 **Business Associate Provisions:** The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. Therefore, the contractor shall be a "Business Associate" of the Department as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103 and the contractor shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A. For purposes of the Business Associates Agreement, the term "contractor" shall refer to the contractor.

### **3 Specific Performance Requirements**

- 3.1 The contractor shall administer the specific programs as described below.
- 3.1.1 **INDIVIDUAL FOCUS AREAS LISTED HERE**
- 3.2 **Conditions of Participation**
- 3.2.1 Subject to the terms of this contract, the Department will pay the Contractor for actual and necessary costs incurred by the Contractor for the implementation of the diversion program described in Section 3.1.1 above.
- 3.2.2 The parties agree that fund transfers may be made between Focus Areas and Budget Categories (see Attachment A) with prior approval of the State Agency. Transfers between Focus Areas and Budget Categories shall not exceed ten (10) percent of the total DYS Funds Approved unless written authorization is obtained from the Department.

- 3.2.3 If this contract calls for the operation of a physical plant, (i.e., detention facility, group home, emergency shelter care facility, or foster home), or provides for staff who operate a physical plant or purchase services from vendors operating a facility, the Contractor shall use facilities licensed by the Missouri Department of Social Services, Children's Division, or obtain a license for the facility where such licensure is necessary.
- 3.2.4 If this contract calls for the acquisition of foster home services, the Contractor shall use homes which are licensed by the Missouri Department of Social Services, Children's Division, or homes licensed/approved by a juvenile court which uses written standards that have been approved by the Department regarding health, safety, fire, and sanitation with prior approval by the Department.
- 3.2.5 If this contract calls for the operation of a secure facility (i.e., provides for staff which operates a secure facility or provides funds for the purchase of the services of a secure facility, the Contractor shall comply with the Office of Juvenile Justice and Delinquency Prevention guidelines for the detention of status offenders as well as provide for the sight and sound separation from adult offenders.
- 3.2.6 For purposes of this agreement, Secure Facility is described as: A Facility that is securely locked, fenced, or utilizes hardware designed to restrict the movement of the residents and protect public safety.
- 3.2.7 In order to remain eligible for diversion money, the Contractor shall not reduce the present level of spending for juvenile correction programs, or if reductions of spending are necessary, the Contractor must show to the satisfaction of the Department that such reductions would have been necessary regardless of JCD programs.
- 3.2.8 The Contractor understands this contract is contingent upon the allocation of funds from the State General Revenue Fund allocated to the Department by the General Assembly for JCD programs, and that such amount allocated to the Contractor may be reduced during the contract period as deemed necessary by the Department.
- 3.2.9 Background Checks: The Contractor shall complete criminal background checks and child abuse and neglect background checks for the Contractor's employees and/or subcontractors who provide direct services under this contract prior to such personnel having contact with children being served under the Contractor's program.
- 3.2.10 The Contractor shall ensure that each subcontractor verifies, prior to being awarded a subcontract, that none of its employees providing care and treatment services have any adverse background information against them contained in any of the appropriate databases searched as part of the background check requirement. However, in the event such adverse information is found, the subcontractor may determine that, after consideration of all circumstances relating to the adverse information, the employee does not pose a risk of danger or harm to youth and is considered suitable for employment. In such a case, the subcontractor must provide written documentation outlining that determination, supply a copy to the Contractor, and place a copy of that determination in the employee's personnel file. If adverse information discovered during a background check demonstrates that a person poses a risk of danger or harm to youth and is therefore unsuitable for providing them care and treatment services, the Contractor will disqualify the responsible subcontractor from providing contractual services under the JCD program as long as the unsuitable employee remains so employed. Subcontractors must also be required to ensure that, after the subcontract is awarded, no unsuitable employees are hired in a capacity of providing care and treatment services to youth and that any employees who render themselves unsuitable from providing such services during the course of the subcontract are terminated from employment in that capacity.
- 3.2.11 If the Contractor does not have a process in place at the signing of this contract for completing a background check, the Contractor must submit all required information to the Family Care Safety Registry on behalf of all of the Contractor's employees(s) assigned to perform services under this contract. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
- 3.2.12 Background checks are the financial responsibility of the Contractor.

## 4 General Contractual Requirements

### 4.1 General:

- 4.1.1 The contract shall consist of any and all of the following documents, as applicable:
- a Request for Proposal (RFP) or Invitation for Bid (IFB) and any amendments, attachments and exhibits thereto;
  - the proposal or bid submitted by the contractor in response to the RFP/IFB, as accepted by the Department;
  - an original contract document; and
  - any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.
- To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- 4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.
- In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
  - Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- ### 4.2 Amendment, Termination and Renewal:
- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract

shall not be enforceable.

- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period, if applicable.
- 4.2.6 **Breach:** The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- The termination shall become effective on the date specified in the notice.
  - At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
  - The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
  - Upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.9 **Transition of Services:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
  - The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- 4.3 **Subcontracting:**
- 4.3.1 The contractor may subcontract for the services/products required herein only with prior written approval from the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.

- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.4 **Conflict of Interest:**
- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
- a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
  - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
  - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
    - 1) exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
    - 2) directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
    - 3) taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
- a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
  - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
  - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.



4.4.6 The contractor shall represent itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

4.5 **Business Compliance:**

4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.

4.5.2 The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.

- a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
- b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.

4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.6 **Personnel and Staffing:**

4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.

4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.

- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 **Federal Funds Requirements:**

4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs.

4.7.2 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L.104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the Department each contract year, if applicable. The contractor shall return to the Department any funds disallowed in an audit of the contract.

- a. If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.

4.7.3 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office

of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements: A-102 - State/Local Governments; 2 CFR Part 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110); and
- b. Cost Principles: 2 CFR Part 225, State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR Part 31, For-Profit Organizations; 45 CFR Part 74, Appendix E - Hospitals.

4.7.4 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.7.5 The contractor shall comply with 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. § 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

#### 4.8 **Financial Requirements:**

4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.

4.8.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.

- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
- b. The contractor shall invoice for services provided at the contracted unit price(s). Unit prices charged the Department shall be no greater than those charged to the general public for the same service.
- c. The contractor shall not invoice federal or state tax.

#### 4.9 **Contractor Liability:**

4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death) or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

#### 4.10 **Insurance:**

4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or

indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.

- 4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
- 4.10.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.
- 4.10.4 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

#### 4.11 **Human Rights:**

- 4.11.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
  - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - j. Missouri Governor's E.O. #05-30; and
  - k. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the contract.
- 4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- 4.11.3 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
- 4.11.4 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

#### 4.12 **Recordkeeping and Reporting Requirements:**

- 4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.

- 4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:
- a. the specific number and type of service units provided;
  - b. itemized revenues and expenditures related to the performance of the contract;
  - c. the number and type of clients served;
  - d. detailed documentation of services provided to each client, included progress notes;
  - e. any and all records necessary for performing a full audit of the contractor's performance under the contract;
  - f. and other relevant records.
- 4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.12.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.12.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.12.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.
- 4.13 **Confidentiality:**
- 4.13.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent permitted by law.
- 4.13.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.13.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.14 **Property of State:**
- 4.14.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.
- a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed

appropriate by the Department.

- 4.14.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 4.14.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and/or authorize other to use, the work/materials for Department and/or State of Missouri purposes.
- 4.15 **Notification Requirements:**
- 4.15.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a client.
- 4.15.2 The contractor shall immediately notify the Department when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.
- 4.15.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department. If an immediate response is needed to ensure the health and/or safety of the client or others, the contractor shall also notify local law enforcement officials.
- 4.15.4 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
- a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.
- 4.16 **Miscellaneous:**
- 4.16.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.16.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.16.4 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.16.5 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.16.6 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

## 5 Payments to the contractor

### 5.1 Invoicing and Payment:

- 5.1.2 The Contractor shall invoice the Department for actual and necessary costs incurred by the Contractor in delivering project services during the invoice period.
- a) The Contractor will be reimbursed for services by submitting invoices with a on a monthly basis to the Department. Invoices shall be submitted in triplicate and shall contain the name of the Contractor, the itemization of actual expenditure incurred, and the calculation of that itemization. The invoice shall be accompanied by documented verification of the qualifying expenditure, its copies of invoices. If invoice for other qualifying expenditures are not received, such as payroll and benefits, the Contractor shall submit vouchers, warrant requests or other documentation the Contractors accounting system requires for authorization for payment. Payment to the Contractor shall be made in arrears on receipt of a properly itemized invoice with supporting documentation and after a determination has been made by the Department that such expenditure was appropriate under the terms of the contract.
  - b) The Contractor shall develop and implement a program requiring, when appropriate, client subsidy toward the cost of diversion programming.
- 5.1.3 No payments or reimbursements shall be made to the contractor other than those specified on the attached budget.
- 5.1.4 The contractor shall submit its invoice(s) to:
- Department of Social Services  
Division of Youth Services  
3418 Knipp Dr, Ste A-1  
Jefferson City MO 65109
- 5.1.5 Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.1.6 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.1.7 The Department reserves the right to request supporting documentation and other information as necessary.
- 5.1.8 The Department, at its sole discretion, may:
- a. audit all invoices, in a manner determined by the Department;
  - b. reject any invoice for good cause;
  - c. make invoice corrections and/or changes with appropriate notification to the contractor;
  - d. deduct from an invoice any overpayment made by the Department; and
  - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.1.9 The contractor shall agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.

## Attachment A – Business Associate Agreement

(rev 08-29-13)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 et. seq. including, but not limited to the following:
  - a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
  - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean the Department.
  - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
  - k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
  - 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
  - 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
  - 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
  - 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
  - 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
  - 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
  - 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
  - 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
  - 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
  - 7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
    - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
    - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
    - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
    - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and



e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful

effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
  - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 8. Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

DRAFT

**Exhibit # 1:**

**Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization  
Business Entity Certification:**

**The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – Currently Not a Business Entity**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**Exhibit # 1 (continued)**

**(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)**

**Box B - Current Business Entity Status**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Honor able Leslie Schneider  
Authorized Business Entity  
Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

13<sup>th</sup> Judicial Circuit  
Business Entity Name

\_\_\_\_\_  
Date

Leslie.Schneider@courts.mo.gov  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**Exhibit # 1 (continued)**  
**Affidavit of Work Authorization**

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

Comes now Honorable Leslie Schneider (Name of Business Entity Authorized Representative) as Administrative Judge of Family Court (Position/Title) first being duly sworn on my oath, affirm 13<sup>th</sup> Judicial Circuit (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that 13<sup>th</sup> Judicial Circuit (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

\_\_\_\_\_  
Authorized Representative's Signature      Leslie Schneider  
Printed Name

\_\_\_\_\_  
Administrative Judge of the Family Court  
Title      \_\_\_\_\_  
Date

\_\_\_\_\_  
Leslie.Schneider@courts.mo.gov  
E-Mail Address      173533  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am commissioned as a  
notary (DAY) (MONTH, YEAR)  
public commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_  
(NAME OF COUNTY) (NAME OF STATE)

and my commission expires on \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
Signature of Notary      \_\_\_\_\_  
Date

**Exhibit # 1 (continued)**

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

**BOX C – Affidavit on File - Current Business Entity Status**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

\_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**Exhibit 2 - 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.

13<sup>th</sup> Judicial Circuit

Company Name

073785977

DUNS #

Leslie Schneider

Authorized Representative's Printed Name

Administrative Judge of the Family Court

Authorized Representative's Title

Authorized Representative's Signature

Date

**Instructions for Certification**

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 List of Parties Excluded from Procurement or Nonprocurement Programs.
- 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 DOL may pursue available remedies, including suspension and/or debarment.



## MISSOURI DIVISION OF YOUTH SERVICES

Executive Summary for "Youth, Family and Community JCD Grant" Projects  
Complete Exhibits B and E Prior to Completing

Diversion Activity (General Revenue)       Special Gang Violence Prevention (Gaming)

Type of Application:       New       Renewal (Continuation)       Revision

Judicial Circuit #: 13      Project Title: Probation Services Enhancement & Intensive Intervention Model Program

Address: 705 East Walnut  
City: Columbia      Zip: 65201      Phone: 573-886-4200

Project Coordinator: Ruth McCluskey      Title: Juvenile Officer  
Address: 705 East Walnut  
City: Columbia      Zip: 65201      Phone: 573-886-4200

Applicant Authorized Official (Judge): Honorable Leslie Schneider  
Address: 705 East Walnut  
City: Columbia      Zip: 65201      Phone: 573-886-4050

Applicant Fiscal Officer: Mary Epping, Court Administrator  
Address: 705 East Walnut  
City: Columbia      Zip: 65201      Phone: 573-886-4060

Based on the completed planning process and stated goals and strategies, identify the primary Program Focus of this project (check all that apply):

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>School &amp; Education Support Programs</b></p> <p><input type="checkbox"/> Educational Services / Tutoring<br/> <input type="checkbox"/> Recreational / After School Programs<br/> <input type="checkbox"/> School / Court Liaison<br/> <input type="checkbox"/> Truancy Prevention<br/> <input type="checkbox"/> Day Treatment / Alternative School<br/> <input type="checkbox"/> Suspension / Expulsion Alternative<br/> <input type="checkbox"/> Job / Voc Training / Placement<br/> <input type="checkbox"/> Other</p> <p><b>Family Support / Preservation</b></p> <p><input type="checkbox"/> Family Therapy<br/> <input type="checkbox"/> Parenting Skills<br/> <input type="checkbox"/> Family Support / Preservation<br/> <input type="checkbox"/> Family Mediation<br/> <input type="checkbox"/> Other</p> <p><b>Restorative Justice</b></p> <p><input type="checkbox"/> Restitution Program<br/> <input type="checkbox"/> Victim Mediation<br/> <input type="checkbox"/> Community Service<br/> <input type="checkbox"/> Community Accountability Program<br/> <input type="checkbox"/> Other:</p> | <p><b>Counseling / Treatment Services</b></p> <p><input type="checkbox"/> Violence Prevention<br/> <input checked="" type="checkbox"/> Substance Abuse Prevention<br/> <input type="checkbox"/> Community Group Counseling<br/> <input type="checkbox"/> Sex Offender Therapy<br/> <input type="checkbox"/> Anger Management<br/> <input type="checkbox"/> Prevention Education / Treatment<br/> <input checked="" type="checkbox"/> Mental Health Services<br/> <input type="checkbox"/> Mentoring / Advocacy<br/> <input type="checkbox"/> Other</p> <p><b>Supplemental Court Services / Supervision / Gang Prevention</b></p> <p><input type="checkbox"/> Teen Court<br/> <input type="checkbox"/> Drug Court<br/> <input checked="" type="checkbox"/> Intensive Supervision / Electronic Monitoring<br/> <input type="checkbox"/> Gang Education and Prevention<br/> <input type="checkbox"/> Gang Prevention / Intervention<br/> <input checked="" type="checkbox"/> Other Probation Services</p> <p><b>Alternative Residential Placement</b></p> <p><input type="checkbox"/> Alternative Residential Placement<br/> <input type="checkbox"/> Purchased Residential Care (Foster/Shelter)</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |  |
|--|--|
|  |  |
|--|--|

Missouri Division of Youth Services  
 Face Sheet & Press Release Information

For "Youth, Family and Community JCD Grant" Recipients

The Division of Youth Services may announce your Youth, Family and Community JCD Grant to the media in your area. In order to assist us, please complete the following information in its entirety and submit with your application to the Division of Youth Services.

Judicial Circuit #: 13

List all the counties the project will serve:

- |          |    |    |
|----------|----|----|
| 1. Boone | 2. | 3. |
| 4.       | 5. |    |

Scope of Services: Describe the *Focus Program Area(s)* to be provided by the Circuit. Describe what will be done and what is hoped to be accomplished.

Focus Area #1: We are requesting funding for two deputy juvenile officer positions and, if funded, the Juvenile Officer will commit to assigning two officers specialized caseloads for the purpose of enhancing probation services. It is believed that with these specialized caseloads, we will be more successful at diverting out of home placement or commitment to the Missouri Division of Youth Services.

Focus Area #2:

Focus Area #3:

Focus Area #4:

Focus Area #5:

Focus Area #6:

Projected number of youth to be served by project: 80

Brief description of targeted population:

The targeted population to be served under this grant are high risk offenders as well as moderate risk offenders with noted need areas in mental health treatment and substance abuse issues.

Name and position of court person media may contact for detailed information:

|                      |                                     |
|----------------------|-------------------------------------|
| Name: Ruth McCluskey | Title: Juvenile Officer             |
| Phone: 573-886-4200  | Fax: 573-886-4030                   |
|                      | Email: Ruth.McCluskey@courts.mo.gov |

List all newspapers in area:

Columbia Daily Tribune

Columbia Missourian

Senatorial District Number: 19  
District Senator: Kurt Schaefer

House District Number: 44, 45, 46, 47, 50  
District Representative: Caleb Rowden-44,  
Kip Kendrick-45, Stephen Webber-46,  
Chuck Basye-47, Caleb Jones-50

**Projected Number of Youth to be Served by this Project:**

Projected number of ALL participating youth served by Proposal – i.e. Pre-Referral plus Court Referral youth. 150

*Pre-Referral Youth Only*

Projected number of GENERAL POPULATION youth to receive prevention/education activity services. (Youth names likely unknown)

*Law Violation and Status Offender Referrals Only:*

Projected number of participating COURT REFERRED youth served at level no more severe than INFORMAL SUPERVISION. 25

Projected number of participating COURT REFERRED youth served at level no more severe than FORMAL SUPERVISION. 100

Projected number of participating COURT REFERRED youth served who will require OUT OF HOME PLACEMENT OTHER THAN DYS. 20

Projected number of participating COURT REFERRED youth served for which DYS COMMITMENT is anticipated. 30

NOTE: It is understood that services are fluid, and the level of intervention may be increased. For the purposes of the above, project the HIGHEST level of intervention that will be required.

These data elements are the same as used on the Mid-Year and Annual Reports.

**Budget / Costs Summary:**

Transfer the following information from Exhibit E-7 (Budget Summary and Outline – green cells)

|             |              |                       |       |        |
|-------------|--------------|-----------------------|-------|--------|
| Personnel   | \$ 93,867.54 | Local Funds Committed | \$    | %      |
| Travel      |              |                       |       |        |
| Equipment   |              | DYS FUNDS REQUESTED   | _____ | _____% |
| Supplies    |              |                       |       |        |
| Contractual |              |                       |       |        |
| TOTAL       | \$ 93,867.54 |                       |       |        |

**AUTHORIZED OFFICIAL'S APPROVAL**

Check box to verify this application has been reviewed and approved by the Applicant Authorized Official (Judge).

## MISSOURI DIVISION OF YOUTH SERVICES

Application for "Youth, Family and Community JCD Grant" Project

NARRATIVE (Four Parts)

Type of Application:       New             Renewal (Continuation)             Revision

### PART I: DESCRIPTION OF PROBLEM

#### ***CIRCUIT / COMMUNITY PROFILE***

Use available data, and experiences of the court and the planning committee to briefly discuss the most significant issues impacting Juvenile Justice in your area:

Possible Data Sources:

- Juvenile Court Statistics,
- Kids Count Missouri,
- Missouri's Statistical Analysis Center,
- Missouri Economic Research and Information Center,
- School Data and Statistics (DESE)
- Other sources

**NOTE:** *Hyperlinks not active in this document. Use File Document Directory to directly link to resources.*

Areas to consider in response:

**Family:** Health Care, Social and Economic Support, Neglect and Abuse, Parent Problems (Mental Health & Substance Abuse), Family Conflict and Disruption, Public Assistance, Teen Pregnancy, Other.

**Community:** Impoverished Neighborhoods, Alcohol / Substance Abuse, Crime Index, Violence, Unemployment, Recreational Opportunities, Other.

**School:** Attendance Rate, Dropout Rate, Discipline, School Violence, Graduation Rate, Other.

**Other Factors:** Other factors contributing to local juvenile delinquency issues not included above.

According to information produced by the University of Missouri Extension, Office of Social and Economic Data Analysis (OSED), Boone County is a progressive urban county located in the Central Region of the state. The two largest cities in the Central Region are Columbia and Jefferson City, with Columbia being located in Boone County. According to the February 2015 QuickFacts from the US Census

Bureau, the combined 2014 population estimate of Boone and Callaway counties was 217,467. Boone County's estimated population is 172,717 (79 percent) and Callaway's estimated population is 44,750 (21 percent). The population trends for Boone County continue to show an increase in population each year.

With Columbia being one of the two largest cities within the central region and the population continuing to increase for Boone County it was somewhat surprising that the overall crime rate for Boone County has slightly decreased. According to the 2015 Missouri Highway Patrol Statistical Analysis Center, Crime in Missouri Report, the total Crime Index Rate for Boone County decreased from 5,779 to 5,490 between 2014 and 2015. Crime Index Offenses are those which include: forcible rape, murder, robbery, aggravated assault, theft, motor vehicle theft, arson and burglary. Juveniles contributed to 25 percent of those arrested for rape; 7.5 percent for aggravated assault; 6 percent for robbery; 0 percent for arson; 0 percent for murder; 10.3 percent for burglary; 13.4 percent for theft; and 25.3 percent for motor vehicle theft.

Overall, referrals to the Juvenile Officer in Boone County for delinquent and status offenses have also decreased during the last five years, though there was a slight increase from 2014-2015. The tables below reflect the total number of referrals for delinquency and status offenses from 2011-2015:

| Year | Total Delinquency Referrals |
|------|-----------------------------|
| 2015 | 606                         |
| 2014 | 584                         |
| 2013 | 749                         |
| 2012 | 834                         |
| 2011 | 956                         |

| Year | Total Status Offense Referrals |
|------|--------------------------------|
| 2015 | 672                            |
| 2014 | 628                            |
| 2013 | 715                            |
| 2012 | 849                            |
| 2011 | 816                            |

In contrast, there has been an increase in abuse/neglect referrals to the Juvenile Officer in Boone County over the last five years. The table below reflects the total number of referrals for abuse/neglect from 2011-2015.

| Year | Total Abuse/Neglect Referrals |
|------|-------------------------------|
| 2015 | 338                           |
| 2014 | 308                           |
| 2013 | 342                           |
| 2012 | 397                           |
| 2011 | 289                           |

As a result of the increase in abuse/neglect referrals, there has also been a dramatic increase in the number of youth placed in the custody of the Children's Division.

Though a small percentage of these youth are able to continue to be placed at home, the majority are placed in out-of-home placements, such as placement with a relative, in foster care, or in residential care. The table below reflects the average number of cases of placement of children in abuse/neglect cases over the last five years.

| <b>Placement</b>                                                        | <b>2011</b> | <b>2012</b> | <b>2013</b> | <b>2014</b> | <b>2015</b> |
|-------------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|
| Home                                                                    | 57          | 48          | 74          | 66          | 65          |
| Foster Care                                                             | 86          | 106         | 113         | 179         | 185         |
| Other Placement<br>(e.g., inpatient hospitalization<br>or kinship care) | 35          | 42          | 52          | 66          | 35          |
| Relative                                                                | 31          | 76          | 98          | 102         | 96          |
| Residential                                                             | 25          | 30          | 50          | 52          | 58          |
| <b>Total</b>                                                            | <b>234</b>  | <b>302</b>  | <b>387</b>  | <b>465</b>  | <b>439</b>  |

The increase in the number of referrals for abuse/neglect and the resulting increase in the number of youth in the custody of the Children's Division, has impacted how resources are allocated within the Juvenile Office. There are currently four Deputy Juvenile Officers assigned to monitor the abuse/neglect caseload, which is up from just two Deputy Juvenile Officers a couple of years ago. These officers are committed to attending Family Support Team meetings and being active participants in the permanency planning of children in care.



**Resource Gaps:** Briefly identify the primary resource gap(s) in your area that have the greatest impact on the above.

The primary resource gaps in Boone County are in the area of personnel within the Juvenile Office. There are not enough Deputy Juvenile Officers employed to adequately supervise the number of youth on probation, particularly since there has been a significant increase in youth under the jurisdiction of the court for abuse/neglect and additional Deputy Juvenile Officers have been assigned to help manage these cases.

### ***PROJECT DESCRIPTION***

Identify the specific problem or need to be addressed by this project:

The primary goal of this project is to fund two Deputy Juvenile Officer positions in the Boone County Juvenile Office to supervise youth under the jurisdiction of the court for delinquency and/or status offenses. As mentioned, there has been a significant increase in the number of youth under the jurisdiction of the court for abuse and neglect and additional Deputy Juvenile Officers have been assigned to assist in managing those cases. There are currently 11 Deputy Juvenile Officers in the Boone County Juvenile Office. One officer is assigned to intake, four are assigned to abuse/neglect and six are assigned to the supervision of delinquent youth. With the assistance of this funding, two of the Deputy Juvenile Officers will continue to have specialized caseloads for the purpose of enhancing probation services.

A major concern to the community is the number of youth referred to the Juvenile Officer and ultimately placed under the supervision of a Deputy Juvenile Officer, in order to ensure safety of the community and to hold the youth accountable for their delinquent behaviors. Probation services consist of a variety of probation-oriented programs, including traditional probation; intensive supervision; and school-based probation. Traditional probation is a common disposition in most referrals to the Juvenile Office. According to the OJJDP Model Guide, "probation is known as the cornerstone of the juvenile justice system because juvenile probation officers have contact with virtually every case that enters the system with responsibilities ranging from screening of cases to the supervision of cases." Also noted in the OJJDP Model Program Guide, the biggest reason that probation fails for youth is due to heavy caseloads on probation officers which only allow them to provide "superficial instructions" and "infrequent contacts."

There is no question that, due to national and local juvenile justice reform efforts, the role of a Deputy Juvenile Officer has changed in recent years. National trends encourage and require less reliance on youth incarceration and more focus on a continuum of high-quality alternatives to incarceration that supervise, sanction, and treat youth effectively in their homes and communities. According to the February 2013 Reducing Youth Incarceration report published by the Annie E. Casey Foundation, "A sea of change is underway in our nation's approach to dealing with young people who get in trouble with the law. Although we still lead the industrialized world in the rate at which we lock up young people, the young confinement rate in the United States is rapidly declining."

The 13<sup>th</sup> Judicial Circuit Family Court has been a part of the Annie E. Casey Foundation's Juvenile Detention Alternatives initiative since 2009. Juvenile Detention Alternatives Initiative is a process where juvenile justice professionals are reconsidering their use of detention by implementing eight core strategies and are using detention only when necessary, which is for those youth that will: 1) pose a threat to community safety if released pending their court date; or 2) who will fail to appear for their court date. The main goals of JDAI are to:

- Reduce the number of youth unnecessarily or inappropriately detained;
- Decrease the number of youth who fail to appear for their court appearances or who re-offend pending adjudication;
- Redirect public funds toward successful reform strategies;
- Reduce disproportionate minority confinement and contact within the juvenile justice system; and
- Improve the juvenile justice system.

Another area of focus since implementing JDAI in 2009 has been in the area of developing detention alternatives. Currently, the Juvenile Office offers several different alternatives including conditional release, shelter care, evening reporting center, in-home detention, mental health placements, drug treatment, crisis intervention services, and residential placement. In 2014, a total of 182 youth participated in some form of detention alternative program. In 2015, a total of 140 youth participated in some form of detention alternative.

In addition to Deputy Juvenile Officers having to rely less on detention as a resource for youth under their supervision and having to be more resourceful with community-based programs, they have also become involved in diversion efforts. Boone County has been identified to have a problem with Disproportionate Minority Contact (DMC). In response to this, in July 2011, the Juvenile Division develop a Disproportionate Minority Contact (DMC) committee to work on ensuring racial/ethnic fairness when referring youth of color as well as in case level decision making at the Juvenile Office. From this committee a sub-committee was formed to work on a memorandum of understanding between the Columbia Public School district, local law enforcement, and the Boone County Juvenile Office. The goal of the MOU was to try and divert referrals to the Juvenile Office for low-level school based offenses and to develop diversion programs for youth at risk of being referred.

Beginning in the 2014-2015 academic year, the Columbia Public Schools, in cooperation with the Boone County Juvenile Office, began a Teen Court diversion program. Thus far, 19 youth have participated in that program. The Deputy Juvenile Officer assigned to Teen Court is also currently assigned to manage the intensive supervision caseload.

At the beginning of the 2015-2016 school year, the Juvenile Office partnered with the Columbia Public Schools on another diversion effort, the Heroes Program. Elementary-aged youth who are at risk of being referred to the Juvenile Office are identified by administrators at their school and then referred to participate in this program. A Deputy Juvenile Officer meets with the youth weekly over their lunch hour to discuss concepts such as good decision-making, ethical behavior, etc. Thus far, 34 different youth have participated in the Heroes program.

The Boone County Juvenile Office also participates in an Interagency meeting with the Columbia Public Schools, as a diversionary effort. Youth are identified and referred who are having behavioral or mental health issues at school. Weekly meetings are held to staff these cases with the parents and other community professionals to determine what services might benefit the youth and the family. The goal is to arrange and provide those services without having to make a referral to the Juvenile Office. In 2015, 102 youth were referred to the Interagency meetings. One Deputy Juvenile Officer attends the meetings every week.

The Boone County Juvenile Office is also working in collaboration with the Columbia Public Schools to develop another diversionary program, as outlined in the memorandum of understanding. The goal of this program is to divert referrals to the Juvenile Office for minor school based offenses, especially on youth who have no prior history of juvenile court involvement. It is anticipated that this program will be in place for the 2016-2017 school year.

The 13<sup>th</sup> Circuit Family Court has been and continues to be fundamentally grounded in the concept of community and family based probation services for youth under supervision of the Juvenile Officer. As mentioned, the Boone County Juvenile Office currently has 6 Deputy Juvenile Officers assigned to the supervision unit. These officers are responsible for providing informal and formal supervision to approximately 125 youth, among other assigned tasks. The officer assigned to the intensive supervision caseload has a maximum caseload of 15. This leaves the remaining 5 officers to manage approximately 110 cases, making the average caseload 22. The Juvenile Officer believes this is a manageable number for caseloads and would like to maintain this average, or at a minimum, keep current caseloads under 25. Without the continued funding of two Deputy Juvenile Officers, this caseload size would increase to an average of 35 or higher, depending upon the number of referrals received. If caseloads increase, the likely consequence will be an increase in the number of commitments to the Division of Youth Services.

If 2 Deputy Juvenile Officer positions continue to be funded, the Juvenile Officer will commit two officers to specialized caseloads for the purpose of enhancing probation services and developing diversion programs. One Deputy Juvenile Officer will be responsible for working with high risk offenders who are in the Intensive Intervention Model Program. The target population is 13-16 year old juveniles who have committed serious offenses. The IIMP approach is more needs based and provides intervention and linkage to community resources. It is believed that this approach will have a greater success rate of diverting out of home placement or commitment to the Division of Youth Services.

A second Deputy Juvenile Officer will be assigned a caseload that is made up of moderate risk offenders who have significant needs in the area of mental health and substance abuse. Moderate risk offenders often are overlooked because they fall in the middle of the risk groups and are at risk of becoming high risk offenders which subsequently puts them in the category of being at risk for commitment to the Division of Youth Services. If funded, caseload size for this officer will be kept to a maximum of 25. Currently, moderate risk offenders are seen on an average of two times per month. Based on Boone County's 2015 data, 79% of youth committed to the Division of Youth Services had a history of prior or current mental health needs. To address mental health issues, youth will be referred to various mental health services available to youth in Boone County, including the Multi-

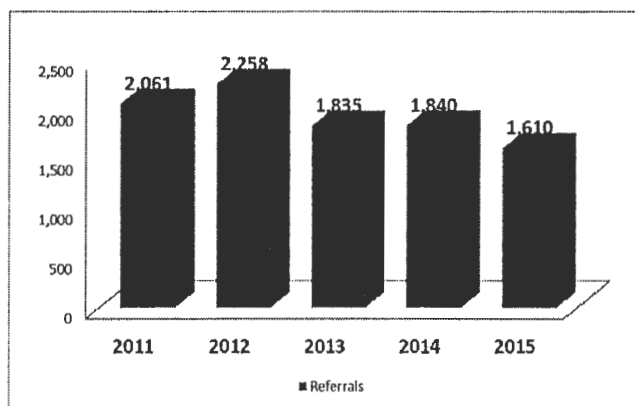
Systemic Therapy Program (MST) through the University of Missouri. The Deputy Juvenile Officer assigned to this caseload will serve as the liaison with the MST program and will attend weekly meetings with MST therapists to review case progress. Another significant need area based on 2015 data is substance abuse, in that 64% of youth committed to Division of Youth Services in Boone County had a history of prior or current substance abuse problems. In order to address substance abuse issues with this target group, random drug testing will occur as well as participation in outpatient or inpatient substance abuse treatment, depending on the recommendation of the treatment provider. By funding this position, a moderate risk group of juveniles will have increased contact and more services than what they normally would receive on a regular supervision caseload.

It should be noted that the two officers assigned to these caseloads will not necessarily be the officers funded under this grant, but by funding two positions two seasoned officers can be freed up to work with this at risk population. It would not be beneficial to hire less experienced officers to work with these populations.

Provide supporting statistical or descriptive information that emphasizes the extent of the problem or need. Identify the source of the documentation.

The Boone County Juvenile Office handles all referrals involving juvenile offenders with the exception of traffic offenses committed by juvenile offenders who are 15 years of age and older. Youth committed to the Division of Youth Services frequently have multiple referrals to the Juvenile Office, including multiple law violations.

The graph below shows a five year history of referrals to the Boone County Juvenile Office.

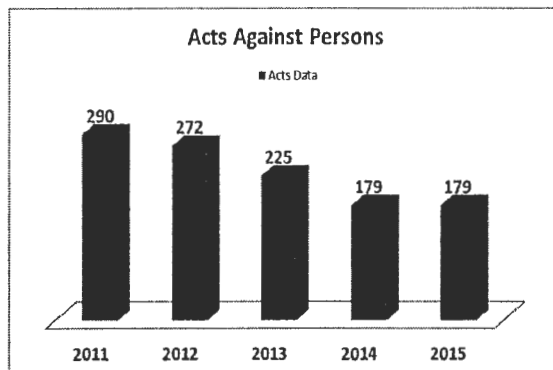


Overall, there has been a steady decrease in referrals to the Juvenile Officer during the last five years, including an approximately 20 percent decrease since 2011.

Acts against property are important offenses to be noted as they made up 40% of Boone County's delinquency referrals in 2015 and are significant, in that they contribute to the reasons for youth being committed to Division of Youth Services.

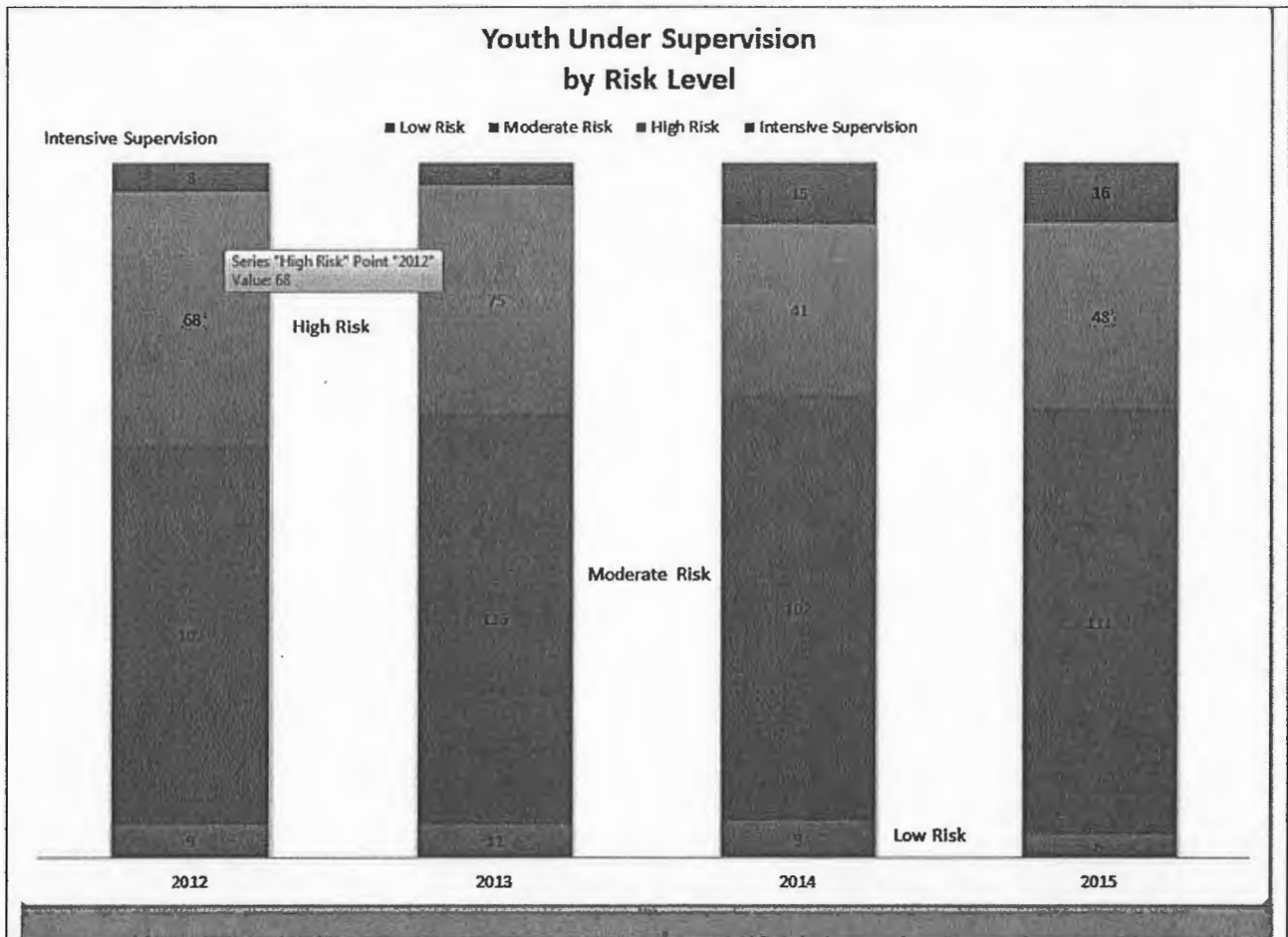
Of particular concern to the Juvenile Officer is the number of referrals received for crimes against persons. These crimes include murder/manslaughter, armed robbery, assault with

a deadly weapon, rape, child molestation, robbery, purse snatching, assault and fighting. These crimes are the most serious offenses committed by juvenile offenders. The graph below shows a five-year referral summary of acts against persons in Boone County. There were 179 in 2015, which accounted for 30% of Boone County's delinquency referrals in 2015.



Within these two categories of offenses are the more serious felonies (A and B felonies) which are more likely than not to result in commitment to the Missouri Division of Youth Services. Based on 13<sup>th</sup> Circuit Juvenile Office data for 2015, 36% of youth committed to the Division of Youth Services in Boone County were for felony offenses.

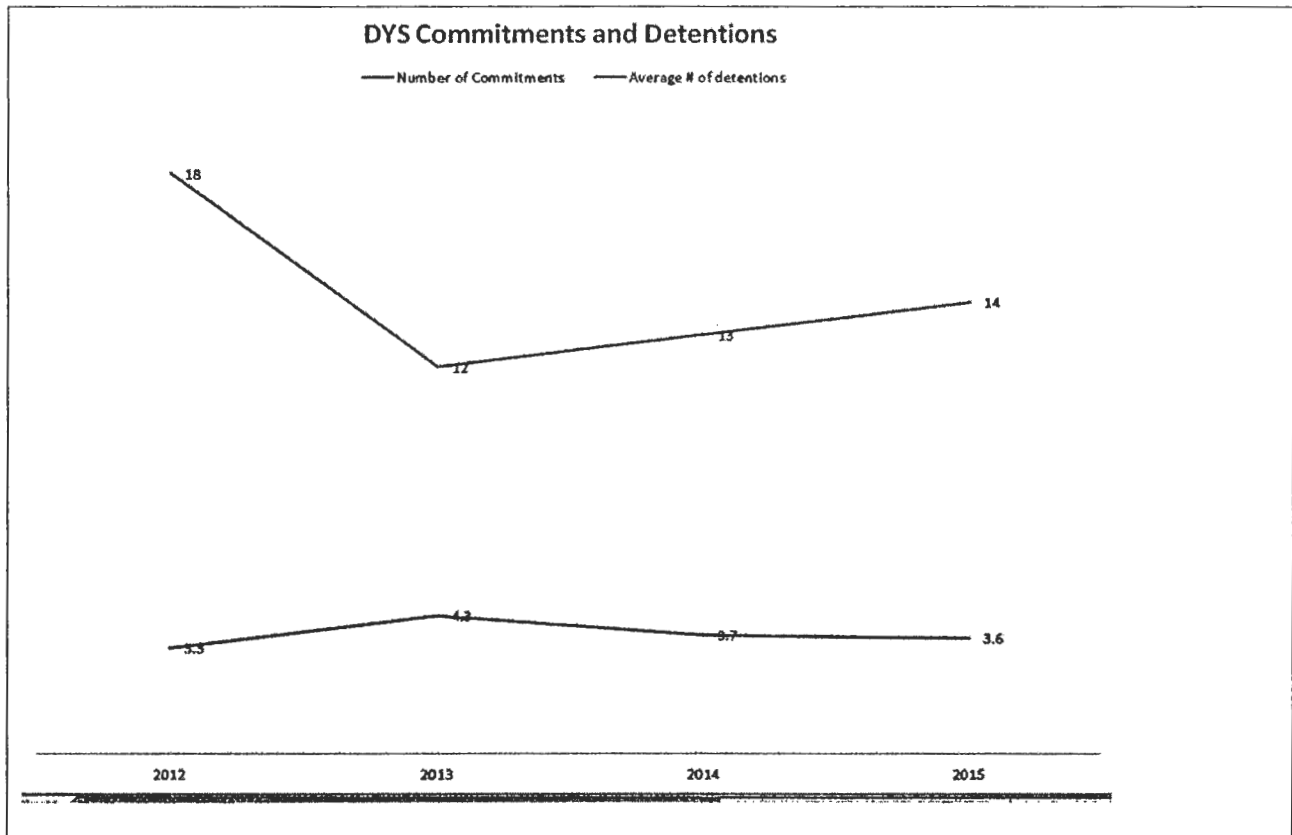
The Juvenile Officer attempts to offer services to youth prior to placing youth under the supervision of a deputy juvenile officer. Once supervision by a deputy juvenile officer is determined necessary, it is normally due to youth scoring in the moderate to high risk range on the Missouri Juvenile Risk Assessment tool. The table below shows a snap shot of the number of youth under supervision by risk level as of the end of each year, according to Cognos reports from the Office of State Courts Administration. In December of each year, youth of high risk level account for a range of 24-35% of caseloads. However, of youth committed to DYS in 2015, 100% of the youth scored high risk when using the Missouri Juvenile Risk Assessment. If you look at the 48 high risk youth under supervision at the end of 2015, you can see that youth committed to the Division of Youth Services accounted for only 29% of those youth. In 2015, there were a total of 14 youth committed to the Division of Youth Services from Boone County. Again, if you look at a snapshot of the number of youth under supervision in December 2015, the 14 youth committed to the Division of Youth Services accounted for only 13% of those youth. Again, it should be noted that the graph below does not indicated the total number of youth under supervision during the year, only a snapshot of one month, however youth are frequently under supervision for numerous months.



Deputy Juvenile Officers attempt to exhaust all services possible through the juvenile court system prior to a youth being committed to the Division of Youth Services. Most of the youth have frequently participated in many of the Juvenile Officer's programs, including alternative to detention programs.

Being held in secure detention is generally only used for those youth scoring 15 or above on the Missouri Juvenile Detention Assessment (JDTA) form. Based on the JDTA scoring tool, once a youth has received five or more sufficient law violations and they are taken into custody for another law violation, they are almost always going to score the need for another detention. Our circuit follows the scoring of the JDTA with a less than 3% override rate. Of the youth committed to DYS in 2014 and 2015, they accounted for 92 detentions during their time under supervision or an average of 3.4 detentions per youth.

The following charts show youth committed to the Division of Youth Services over the past four years and the average number of detentions of those youth.



Using your Circuit's DYS Commitment Profile (attached), and/or other available data, identify the patterns, trends and/or needs to describe how the youth targeted by this project are at risk of commitment to the Division of Youth Services.

The targeted populations to be served under this grant are high risk offenders as well as moderate risk offenders with noted needs areas in mental health and substance abuse issues. Based on 2015 Boone County Data, 30% of youth referred to the Juvenile Officer had a history of prior mental health needs and 20% had a history of prior substance abuse involvement. Another factor is the number of commitments to DYS for serious offense which constitute A and B felonies. In 2015, 36% of Boone County commitments were for felony offenses while the remaining 64% were for misdemeanor offenses or status offenses including ongoing violation of supervision conditions. For the fourteen youth committed to the Division of Youth Services from Boone County in 2015, these youth accounted for 180 referrals, or an average of 15 referrals per youth. Ongoing referrals show a disregard for and resistance to the services and efforts put in place to assist the youth in being productive citizens of our community. They also place the community and themselves at risk with their ongoing delinquent activities.

If this is a NEW project, describe past efforts to address the problem or need. Identify the progress and the obstacles.

If this is a grant Renewal (Continuation) or Revision, describe the efforts that are working well toward addressing the problem or need.

Due to funding from the Division of Youth Services Juvenile Court Diversion Grant, the Boone County Juvenile Office has managed to keep the number of commitments to a constant number. Of notable interest and due largely to having received the diversion grant funds, the Juvenile Office has reduced the number of commitments by 56 % from calendar year 2010 to 2015. Previously, grant funds have funded two Deputy Juvenile Officers who provide supervision services to youth and their families that otherwise might be committed to the Division of Youth Services. By funding two Deputy Juvenile Officers, this has allowed the Boone County Juvenile Office to keep the average caseload size to fewer than 25. Prior to grant funds having been received, the average caseload was 51.

Funding for the Juvenile Court Diversion Grant was received during 2015. During that funding period, services were provided to 49 youth. Of the youth served, 27 were referred for mental health services and 12 received substance abuse treatment. Of the youth receiving services, 24 were released successfully; 10 were committed to the Division of Youth Services; 3 were released unsuccessfully; and 14 remain under supervision.

If this is a grant Renewal (Continuation) or Revision, describe the challenges that remain toward addressing the problem or need.

Challenges remain with keeping manageable caseloads, especially since some Deputy Juvenile Officers have been assigned to the abuse/neglect unit given the increased number of youth under the jurisdiction of the court for abuse or neglect. This is also due, in part, by not being able to predict the number of referrals that come in that will require some level of formal or informal supervision. Further, seriousness of offenses are difficult to predict and these are generally ones that will cause a commitment to the Division of Youth Services without much prior involvement with the court. Finally, as the result of national and local trends in juvenile justice, the role of a Deputy Juvenile Officer has changed over the years and more emphasis is given to community-based services and alternatives to detention, rather than relying on confinement of youth as a resource. Deputy Juvenile Officers are also expected to assist with diversion efforts to keep youth out of the juvenile justice system and hopefully prevent the "school-to-prison pipeline" and them becoming involved deeper in the system and being committed to the Division of Youth Services.



PART II: GOALS, SPECIFIC STRATEGIES / OBJECTIVES / EVALUATION

Based on the specific problem or need identified in Part I, list the Primary Goal(s) identified by the Planning Committee Members to address local needs and to divert youth from the Missouri Division of Youth Services (e.g. reduce truancy in the community; develop process to engage community in juvenile justice decision making; coordinate local services to reduce risk factors).

|                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------|
| Goal 1: Maintain the number of juveniles committed to Division of Youth Services from Boone County to 30 or less.     |
| Goal 2: Provide intensive supervision services to at least 40 youth.                                                  |
| Goal 3: At least 80% of moderate risk participants will receive mental health or substance abuse treatment services.  |
| Goal 4: At least 70% of all participants will have no subsequent referrals to the Juvenile Office while on probation. |
| Goal 5: Keep the average Deputy Juvenile Officer caseload size to under 25.                                           |

List the strategies and/or services to be implemented to achieve the Primary Goal(s). Identify the Action Step(s) required to implement the strategy or to deliver the service and the approximate timeframe required. Include the person / position responsible for ensuring the action is complete.

| Strategy or Service                                                                                                                                                                                                                                                     | Action Steps Required                                                                                                                                                                                                                    | Timeline                 | Person Responsible |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------|
| 1. Review all recommendations for commitment to Division of Youth Services and reject or accept each recommendation based on: 1) safety to the community; 2) services provided to juvenile and whether or not any other services could be provided; 3) age of juvenile. | 1. Prior to recommending commitment to the Division of Youth Services, each juvenile will have a written pre-disposition assessment or certification report completed by a Deputy Juvenile Officer or Detention Deputy Juvenile Officer. | Process already in place | Ruth McCluskey     |
|                                                                                                                                                                                                                                                                         | 2. In cases where a commitment to DYS is being recommended, a copy of the report will be submitted in advance to the Juvenile Officer for review and approval or rejection.                                                              | Process already in place | Ruth McCluskey     |
|                                                                                                                                                                                                                                                                         | 3. When possible and provided the youth does not pose a safety risk to the community, the youth should receive a stayed commitment prior to being committed to DYS.                                                                      | Process already in place | Ruth McCluskey     |

|                                                                                                                                                                        |                                                                                                                                                              |                                 |                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------|
| <p>2. All youth placed in the Intensive Intervention Model Program (IIMP) will receive intensive supervision.</p>                                                      | <p>1. Prior to youth being court ordered into IIMP, they will first be screened by the Deputy Juvenile Officer assigned to this caseload.</p>                | <p>Process already in place</p> | <p>DJO assigned to IIMP caseload.</p>                           |
|                                                                                                                                                                        | <p>2. Upon acceptance into the program, the Deputy Juvenile Officer will meet with the youth and family and go over the program rules.</p>                   | <p>Process already in place</p> | <p>DJO assigned to IIMP caseload.</p>                           |
|                                                                                                                                                                        | <p>3. Youth will receive ongoing supervision services from the Deputy Juvenile Officer and, if applicable, receive family therapy services.</p>              | <p>Process already in place</p> | <p>DJO assigned to IIMP caseload.</p>                           |
|                                                                                                                                                                        | <p>4. Information will be kept on the number of youth served in the program.</p>                                                                             | <p>Process already in place</p> | <p>DJO assigned to IIMP.</p>                                    |
| <p>3. Referrals will be made for mental health and substance abuse treatment.</p>                                                                                      | <p>1. Based on risk/needs assessments, up to 25 juveniles will be assigned to the moderate risk caseload.</p>                                                | <p>Process already in place</p> | <p>Ruth McCluskey</p>                                           |
|                                                                                                                                                                        | <p>2. If youth score 2 or higher on the needs assessment, they will be referred for mental health and substance abuse treatment services.</p>                | <p>Process already in place</p> | <p>DJO assigned to Probation Services Enhancement caseload.</p> |
|                                                                                                                                                                        | <p>3. Ongoing contact will be maintained with mental health/substance abuse provider.</p>                                                                    | <p>Process already in place</p> | <p>DJO assigned to Probation Services Enhancement caseload.</p> |
| <p>4. Additional referrals to the Court while on probation will hopefully be diverted by providing intensive supervision to high risk and moderate risk offenders.</p> | <p>1. Both DJO's assigned to these specialized caseloads will ensure that they have the designated number of contacts with juveniles on their caseloads.</p> | <p>Process already in place</p> | <p>DJO's assigned to specialized caseloads.</p>                 |
|                                                                                                                                                                        | <p>2. Services will be provided by each officer that will address the needs of the juvenile.</p>                                                             | <p>Process already in place</p> | <p>DJO's assigned to specialized caseloads.</p>                 |
|                                                                                                                                                                        | <p>3. A spreadsheet of all participants will be kept that also documents any</p>                                                                             | <p>Already in place</p>         | <p>DJO's assigned to specialized caseloads.</p>                 |

|                                                                               |                                                                                                                   |                  |                |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------|----------------|
|                                                                               | subsequent referrals while on probation.                                                                          |                  |                |
| 5. The average DJO caseload will be kept to a manageable level of 25 or less. | 1. Monthly DJO caseload reports will be run to review the number of juveniles assigned to each person's caseload. | Already in place | Ruth McCluskey |
|                                                                               | 2. If an officer's caseload exceeds 25, adjustments will be made in order to keep all caseloads to under 25.      | Already in place | Ruth McCluskey |

Describe any professional development needs for implementing this project. Include potential partnerships or resources for securing needed training.

All deputy juvenile officers currently receive ongoing training in a variety of areas pertaining to juvenile justice. This will continue to be provided through the Boone County Juvenile Office training budget.

This project is based on:

- Locally developed idea
- Promising Practice developed by OJJDP Model Programs, Intensive Supervision
- Evidence Based Practice developed by

Will this project have a measured impact on any of the following? Check all that apply.

- |                                                       |                                                      |                                                      |
|-------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| <input checked="" type="checkbox"/> Juvenile Crime    | <input checked="" type="checkbox"/> Families         | <input checked="" type="checkbox"/> Community Safety |
| <input checked="" type="checkbox"/> Juvenile Services | <input checked="" type="checkbox"/> Individual Youth | <input type="checkbox"/> Schools                     |
| <input type="checkbox"/> Other                        | <input type="checkbox"/> Other                       |                                                      |

Describe the impact that could occur for participating youth as a result of a successful implementation of this project.

Participating youth could remain in their homes and in the community as well as be referral free to the Juvenile Office once they have completed their probation.

Describe the changes for families that could occur as a result of a successful implementation of this project.

Families could remain intact as well as could have more positive relationships with each other.

Describe the change(s) within the local community that could occur as a result of a successful implementation of this project.

The community could become a safer place to live with more productive youth residing in it.

Describe the change(s) within the local Juvenile Court System that could occur as a result of a successful implementation of this project?

The juvenile court system could see a reduction in referrals to the juvenile court.

What measures and documentation sources will be used to substantiate the impact on the areas described above? How frequently is it updated?

| Measure                                    | Source                                                                                                                                                                                                                                                                                                             | Frequency of Updates                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| # of commitments to DYS per month          | Executive Summary Report and JIS                                                                                                                                                                                                                                                                                   | This document is updated monthly and yearly totals are kept.                                                                                                                                                                                                                                                                       |
| # of youth who receive services under IIMP | A spreadsheet is kept with the date the juvenile enters the program and the date the juvenile is terminated from the program. Information is also kept on whether the juvenile successfully completed the program or not; whether the child was committed to DYS; risk/needs scores; and whether or not the family | A spreadsheet is kept with the date the juvenile enters the program and the date the juvenile is terminated from the program. Information is also kept on whether the juvenile successfully completed the program or not; whether committed to DYS; risk/needs scores; and whether or not the family participate in family therapy |

|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                              |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
|                                                                             | participated in family therapy. This information is also kept in JIS.                                                                                                                                                                                                                                                                                                                                                 | and Evening Reporting Center.                                                                                |
| # of youth referred for mental health or substance abuse treatment services | A spreadsheet will be kept with the date the juvenile enters the program and the needs score for mental health and substance abuse. Documentation will also be kept on the spreadsheet showing the date a referral was made for services and whether or not the juvenile is receiving services. Once services are being received, documentation will be kept on the frequency of contact with the treatment provider. | This spreadsheet will be updated on a weekly basis and will be submitted to a supervisor on a monthly basis. |
| #subsequent referrals received while juvenile is on probation               | In both aforementioned spreadsheets, data will be kept on any subsequent referrals received while on probation. This information can also be found in JIS.                                                                                                                                                                                                                                                            | This will be updated on a monthly basis.                                                                     |
| # juveniles on DJO caseloads                                                | Monthly a caseload report is run from our JIS system which tells you the number of youth on each DJO's caseload.                                                                                                                                                                                                                                                                                                      | This report will continue to be run monthly and caseload adjustments will be made accordingly.               |

Briefly describe how the Planning Committee Members contributed to developing the mission, plan, design, implementation, evaluation plan and/or support for this project.

The planning members were instrumental in assisting with reporting the needs of youth served through Boone County Juvenile Office. Each planning member has a level of expertise which is instrumental in our planning development.

PART III: LOCAL RESOURCES AND SUPPORT / SUSTAINABILITY

List community collaborates who will participate in achieving the goals and strategies of the project and their role.

| Community Partner                                                                | Role                                                                                                |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Burrell Behavioral Health                                                        | Mental Health Service Provider                                                                      |
| Compass Health Inc. dba Family Counseling Center of Missouri (Parachute Program) | Mental Health Service Provider and Substance Abuse Treatment Provider                               |
| Columbia Public Schools                                                          | Provides information on juveniles and allows for supervision meetings/contacts to occur at schools. |
| Columba Police Department and Boone County Sheriff's Department                  | Local law enforcement who reports referrals                                                         |
| University of Missouri School of Psychology                                      | Provides Mult-Systemic Therapy                                                                      |
| Reality House                                                                    | Provides staff to facilitate Moral Reconation Therapy at the Evening Reporting Center               |

List additional resources that will be used to support the project (funds, in-kind, etc).

| Resource Provider | Support Provided | Type |
|-------------------|------------------|------|
|                   |                  |      |
|                   |                  |      |
|                   |                  |      |
|                   |                  |      |
|                   |                  |      |

Diversion programming is subject to annual appropriation from the state legislature. How can this project be sustained beyond this funding cycle?

The funding of two additional Deputy Juvenile Officers would only be able to be sustained on the state level provided the number of FTE's that Boone County is determined to be in need of were funded. It should be noted that, according to weighted workload data evaluated by the Office of State Court Administration, Boone County shows a need for an additional 3.87 DJO's. On the local level, the Juvenile Officer will make every effort to dedicate officers to specialized caseloads in the hopes of diverting youth from further court involvement as well as commitment to Division of Youth Services. With respect to commitments, the Juvenile Officer will continue to scrutinize all recommendations for commitment to Division of Youth Services.

Without funding for this project .... what will happen?

It is anticipated that without funding for this project, the number of youth committed to DYS will be higher than in past years. Further, it is anticipated that the number of youth having additional referrals to the Juvenile Office will increase, thus increasing the number of youth

on Deputy Juvenile Officers' caseloads.

PART IV: EMPLOYEE AND CONTRACTUAL PROVIDER RESPONSIBILITIES

Briefly describe below the primary roles, responsibilities and duties of persons to be employed under this proposal:  CHECK IF NO EMPLOYEES

| FTE                                       | Working Title             | Full Time / Part Time                                                                              | Deputized?                                                          |
|-------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1                                         | Deputy Juvenile Officer I | <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Responsibilities and Duties |                           | Provide case management of youth who have been referred to the juvenile court for delinquent acts. |                                                                     |

| FTE                                       | Working Title              | Full Time / Part Time                                                                              | Deputized?                                                          |
|-------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1                                         | Deputy Juvenile Officer II | <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Responsibilities and Duties |                            | Provide case management of youth who have been referred to the juvenile court for delinquent acts. |                                                                     |

| FTE                                       | Working Title | Full Time / Part Time                                                 | Deputized?                                               |
|-------------------------------------------|---------------|-----------------------------------------------------------------------|----------------------------------------------------------|
|                                           |               | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Responsibilities and Duties |               |                                                                       |                                                          |

| FTE                                       | Working Title | Full Time / Part Time                                                 | Deputized?                                               |
|-------------------------------------------|---------------|-----------------------------------------------------------------------|----------------------------------------------------------|
|                                           |               | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Responsibilities and Duties |               |                                                                       |                                                          |

| FTE                                       | Working Title | Full Time / Part Time                                                 | Deputized?                                               |
|-------------------------------------------|---------------|-----------------------------------------------------------------------|----------------------------------------------------------|
|                                           |               | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Responsibilities and Duties |               |                                                                       |                                                          |

| FTE                                       | Working Title | Full Time / Part Time                                                 | Deputized?                                               |
|-------------------------------------------|---------------|-----------------------------------------------------------------------|----------------------------------------------------------|
|                                           |               | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Responsibilities and Duties |               |                                                                       |                                                          |

| FTE                                       | Working Title | Full Time / Part Time                                                 | Deputized?                                               |
|-------------------------------------------|---------------|-----------------------------------------------------------------------|----------------------------------------------------------|
|                                           |               | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Responsibilities and Duties |               |                                                                       |                                                          |



|        |  |
|--------|--|
| Duties |  |
|--------|--|

Briefly describe below the primary roles, expectations and services of any contractual providers to be utilized under this proposal:

CHECK IF NO CONTRACTUAL SERVICES

NOTE: CONTRACT DATA (FORM MO 886-2647) must be completed for each individual or entity providing contractual services under this agreement.

| Type of Contractual Service                | Contact with Youth?                                      | Licensing /Certification Required                        |
|--------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Expectation and / or Service |                                                          |                                                          |

| Type of Contractual Service                | Contact with Youth?                                      | Licensing /Certification Required                        |
|--------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Expectation and / or Service |                                                          |                                                          |

| Type of Contractual Service                | Contact with Youth?                                      | Licensing /Certification Required                        |
|--------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Expectation and / or Service |                                                          |                                                          |

| Type of Contractual Service                | Contact with Youth?                                      | Licensing /Certification Required                        |
|--------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Expectation and / or Service |                                                          |                                                          |

| Type of Contractual Service                | Contact with Youth?                                      | Licensing /Certification Required                        |
|--------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Primary Role, Expectation and / or Service |                                                          |                                                          |

## PLANNING COMMITTEE MEMBERS

| Name         | Address / Phone                                   | Occupation                                                              |
|--------------|---------------------------------------------------|-------------------------------------------------------------------------|
| Robert Perry | 3913 Dublin Court<br>Columbia, MO 65203           | Citizen                                                                 |
| Rick Gaines  | MJJA<br>P.O. Box 1332<br>Jefferson City, MO 65102 | DMC Coordinator MJJA                                                    |
| Tom Reddin   | 2121 County Drive<br>Columbia, MO 65202           | Boone County Sheriff's<br>Department                                    |
| Jill Schlude | 601 East Walnut<br>Columbia, MO 65201             | Assistant Chief of Police<br>Columbia Police Department                 |
| Carla London | 1818 West Worley<br>Columbia, MO 65203            | Supervisor of Student and Family<br>Advocacy Columbia Public<br>Schools |
|              |                                                   |                                                                         |
|              |                                                   |                                                                         |
|              |                                                   |                                                                         |

## CERTIFICATION OF SPENDING LEVEL

We certify that expenditures for juvenile services in 13th Circuit for year beginning 01/01/15 and ending 12/31/15 are at least as great as in the preceding year.

If a reduced expenditure is made in juvenile services, an explanation shall be attached showing that these reductions are necessary.

List in chronological order actual expenditure for juvenile services for the past three (3) years.

| YEAR | EXPENDITURE         |
|------|---------------------|
| 2013 | \$ <u>\$375,912</u> |
| 2014 | \$ <u>369,126</u>   |
| 2015 | \$ <u>382,437</u>   |

As required by RSMo 211.393.6, briefly describe how "Maintenance of Effort" funds will be used within the Juvenile Court Circuit.

Maintenance of efforts funds are used to employ part-time program assistants and legal staff; for supplies/subscriptions; for training and travel expenses; for utilities; for vehicle expenses; for equipment and building maintenance; for contractual services to include interpreter services, evaluations for youth; for advertising job postings, drug testing for youth and GAL fees; and for needed fixed assets.

Check box to verify the Certification of Spending Level has been reviewed and approved by the Applicant Fiscal Officer.

# YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

EXHIBIT E-7

## BUDGET SUMMARY AND OUTLINE

Judicial Circuit #: 13

Project Title: Probation Services Enhancement and IIMP

Contract Number: ERO

State Fiscal Year: 2017

**BUDGET SUMMARY:**

| Budgeted Expenditures               | Local Funds Committed | DYS FUNDS REQUESTED |
|-------------------------------------|-----------------------|---------------------|
| Salaries \$ 74,027.16               | \$ -                  | \$ 74,027.16        |
| Wages \$ -                          | \$ -                  | \$ -                |
| Fringe \$ 19,840.38                 | \$ -                  | \$ 19,840.38        |
| <b>Total Personnel \$ 93,867.54</b> | \$ -                  | \$ 93,867.54        |
| Travel \$ -                         | \$ -                  | \$ -                |
| Equipment \$ -                      | \$ -                  | \$ -                |
| Supplies \$ -                       | \$ -                  | \$ -                |
| Contractual \$ -                    | \$ -                  | \$ -                |
| <b>TOTAL \$ 93,867.54</b>           | <b>\$ -</b><br>0.00%  | <b>\$ 93,867.54</b> |

**BUDGET DETAIL:**

| Funding Category                | Budgeted Expenditure | Local Commitment | Requested Funding   | Approved Funding |
|---------------------------------|----------------------|------------------|---------------------|------------------|
| Salary Expenses                 | \$ 74,027.16         | \$ -             | \$ 74,027.16        | -                |
| Wage Expenses                   | \$ -                 | \$ -             | \$ -                | -                |
| Fringe Benefits                 | \$ 19,840.38         | \$ -             | \$ 19,840.38        | -                |
| <b>TOTAL PERSONNEL</b>          | <b>\$ 93,867.54</b>  | <b>\$ -</b>      | <b>\$ 93,867.54</b> | <b>\$ -</b>      |
| Professional Development        | \$ -                 | \$ -             | \$ -                | -                |
| Meals                           | \$ -                 | \$ -             | \$ -                | -                |
| Lodging                         | \$ -                 | \$ -             | \$ -                | -                |
| Milage                          | \$ -                 | \$ -             | \$ -                | -                |
| <b>TOTAL TRAVEL &amp; PD</b>    | <b>\$ -</b>          | <b>\$ -</b>      | <b>\$ -</b>         | <b>\$ -</b>      |
| <b>TOTAL EQUIP OR PROPERTY</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>\$ -</b>         | <b>\$ -</b>      |
| <b>TOTAL SUPPLIES / OPP</b>     | <b>\$ -</b>          | <b>\$ -</b>      | <b>\$ -</b>         | <b>\$ -</b>      |
| <b>TOTAL CONTRACTUAL</b>        | <b>\$ -</b>          | <b>\$ -</b>      | <b>\$ -</b>         | <b>\$ -</b>      |
| <b>TOTAL DYS FUNDS APPROVED</b> |                      |                  |                     | <b>\$ -</b>      |

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

May Session of the April Adjourned

Term. 20 16

In the County Commission of said county, on the

3rd

day of

May

20

16

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

Now on this day the County Commission of the County of Boone does hereby authorize the approval of Change Order #28 to Boone County Emergency Communications Center Bid Number 44-11DEC14.

The terms of the Change Order are stipulated in the attached Change Order #28. It is further ordered that Commissioner Karen M. Miller is hereby authorized to sign said Change Order.

Done this 3rd day of May, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

**CHANGE ORDER**

**PROJECT:**  
Boone County Emergency Communications Center  
Bid Number 44-11DEC14

**CHANGE ORDER NUMBER:** 28

**DATE OF ISSUANCE:** 5/2/2016  
**CONTRACT DATE:** 1/27/2015

**OWNER:**  
Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

**ADG PROJECT NUMBER:** 916-13  
**PWA PROJECT NUMBER:** 201340

**TO CONTRACTOR:**  
Little Dixie Construction, LLC  
3316 Lemone Industrial Blvd.  
Columbia, Missouri 65201

**ARCHITECT:**  
Architects Design Group  
333 Knowles Ave.  
Winter Park Florida 32789

PWArchitects, Inc.  
15 S. Tenth Street  
Columbia, MO 65201

**Change Order Number 28:**

**The Contract is changed as follows:**

1. Add moisture sensors below raised floor and related systems to report through the building Automation System as requested by Owner in Proposal Request #22 and as documented in Change Order request #040 attached.....\$13,271.00

**Total CO #28.....\$13,271.00**

**Not valid until signed by the Owner, Architect and Contractor.**

|                                                                                    |                  |
|------------------------------------------------------------------------------------|------------------|
| The original Contract Sum was                                                      | \$ 9,933,707.00  |
| Net change by previously authorized Change Orders                                  | \$ 274,300.89    |
| The Contract Sum prior to this Change Order was                                    | \$ 10,208,007.89 |
| The Contract Sum will be increased/decreased by this Change Order in the amount of | \$ 13,271.00     |
| The new Contract Sum including this Change Order will be                           | \$ 10,221,278.89 |
| The Original Contract Time +/- previous change orders for the project was          | 297 days         |
| Contract Period for Construction is Increased/Decreased by                         | 0 days           |
| New Contract Period for New Building and Site                                      | 297 days         |
| Contract Completion Date is                                                        | April 29, 2016   |

ARCHITECT  
Architect's Agent  
Erik Miller, AIA, CDT  
Principal, PWAarchitects, Inc.

BY 

DATE 5-2-16

CONTRACTOR  
Little Dixie Construction, LLC  
John States  
Owner

BY 

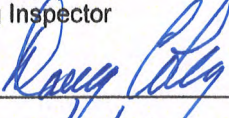
DATE 5-2-16

OWNER  
Boone County, Missouri  
Karen M. Miller  
District 1 Commissioner

BY 

DATE 5/03/16

OWNER'S REPRESENTATIVE  
Boone County Resource Management  
Doug Coley  
Building Inspector

BY 

DATE 5/2/16



3316 LeMone Industrial Blvd. / Columbia, Missouri 65201 / office 573.449.7200 / fax 573.449.7300  
 littledixieconstruction.com

## CHANGE ORDER REQUEST #040

**PROJECT:** Boone County Emergency  
 Communication Center  
 2145 E County Drive  
 Columbia, MO 65202

LDC# 15010

Request Submitted to: Karen Miller  
 Boone County Commission, Suite 333  
 801 E. Walnut  
 Columbia, MO 65201-7732

Phone: 573-886-4308

| Description                              | Deductive | Additive        | Unit Costs |
|------------------------------------------|-----------|-----------------|------------|
| <b>PWA Request For Proposal #22</b>      |           |                 |            |
| Teel Mechanical                          |           | \$ 12,403       |            |
|                                          | \$ -      | \$ 12,403       | \$ -       |
| 7% General Conditions. Profit & Overhead |           | \$ 868          |            |
| <i>Subtotals</i>                         | \$ -      | \$ 13,271       | \$ -       |
| <b>TOTAL</b>                             |           | <b>\$13,271</b> |            |

**Attachments:**

PW Architects Request For Proposal #22 dated 4/18/2016  
 Teel Mechanical change order request dated 4-22-16

Time Extension Request: 0 Work Days

SUBMITTED BY:

  
 Joseph W. Gruender, Senior Project Manager

DATE: 4/22/2016





## PROPOSAL REQUEST

---

**PROJECT:**

Boone County Emergency Communications Center  
Bid Number 44-11DEC14

REQUEST FOR PROPOSAL NUMBER: 22

DATE OF ISSUANCE: 4/18/2016  
CONTRACT DATE: 1/27/2015

**OWNER:**

Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

ADG PROJECT NUMBER: 916-13  
PWA PROJECT NUMBER: 201340

**TO CONTRACTOR:**

Little Dixie Construction, LLC  
3316 Lemone Industrial Blvd.  
Columbia, Missouri 65201

**ARCHITECT:**

Architects Design Group  
333 Knowles Ave.  
Winter Park Florida 32789

PWArchitects, Inc.  
15 S. Tenth Street  
Columbia, MO 65201

---

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW ONLY AFTER THIS REQUEST HAS BEEN RESPONDED TO WITH AN OFFICIAL APPROVAL TO PROCEED BY THE OWNER.

---

**Description:**

Add Underfloor Water Detectors (Kele Model WD-2 T tape style water detector) as indicated on the attached drawing with zones depicted #1-#5. Add a point module from the BAS system in Room 124. The water sensors will wire to the new module for reporting back to the BAS. Upon initiation of an alarm, the Owner will be able to access the web based graphics and the floorplan will indicate to them which specific sensor is detecting an alarm condition. The alarm indicator light rough-in has already been installed above the door into the Dispatch and will continue to be utilized for this system.

**Attachment/s: Sketch of proposed water detection system layout I.C.C Room 123 and Dispatch Room 129. Cut Sheet for Water detector.**

**By:** Erik Miller, AIA, CDT  
PWArchitects, Inc. (PWA)



Architects and Planners  
 1000 North 10th Street  
 Suite 200  
 Columbia, MO 65203  
 Phone: (314) 425-1100  
 Fax: (314) 425-1101  
 Website: www.designarchitects.com



BOONE COUNTY  
 MISSOURI  
 EMERGENCY  
 COMMUNICATIONS CENTER

COLUMBIA, MO

100% CONSTRUCTION  
 DOCUMENTS

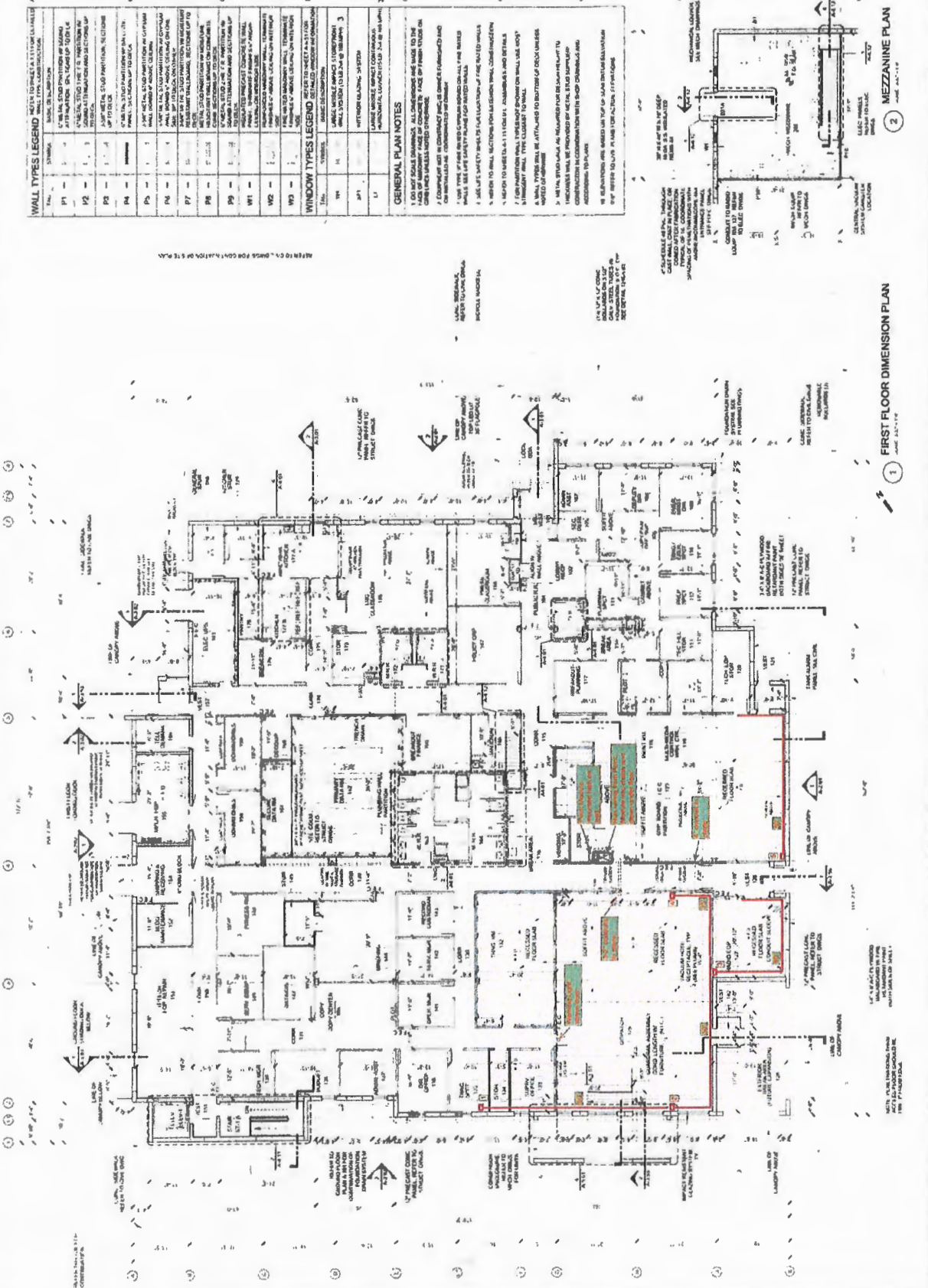
REVISIONS TO BE MADE BY THE ARCHITECT  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI BUILDING CODES AND STANDARDS.  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI ELECTRICAL CODE AND STANDARDS.  
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI MECHANICAL CODE AND STANDARDS.  
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI PLUMBING CODE AND STANDARDS.  
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI FIRE AND ALARM CODE AND STANDARDS.  
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI ENERGY CODE AND STANDARDS.  
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI ENVIRONMENTAL CODE AND STANDARDS.  
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI TRANSPORTATION CODE AND STANDARDS.  
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI AEROSPACE CODE AND STANDARDS.

Project No. 916.13  
 Date: 08/11/10  
 Sheet No. A-1.02

FIRST & MEZZ FLOOR DIMENSION PLAN

Scale: 1/8" = 1'-0"  
 1/4" = 1'-0"  
 1/2" = 1'-0"  
 3/4" = 1'-0"  
 1" = 1'-0"

Project No. 916.13  
 Date: 08/11/10  
 Sheet No. A-1.02



**WALL TYPES LEGEND**

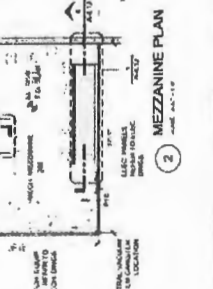
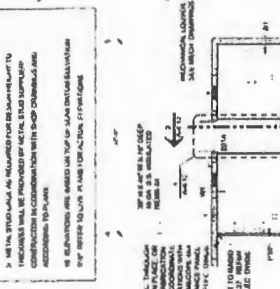
| Type | Description                        |
|------|------------------------------------|
| W1   | 1/2" GYP BOARD ON 2" X 4" STUDS    |
| W2   | 5/8" GYP BOARD ON 2" X 4" STUDS    |
| W3   | 1" GYP BOARD ON 2" X 4" STUDS      |
| W4   | 1 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W5   | 2" GYP BOARD ON 2" X 4" STUDS      |
| W6   | 2 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W7   | 3" GYP BOARD ON 2" X 4" STUDS      |
| W8   | 3 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W9   | 4" GYP BOARD ON 2" X 4" STUDS      |
| W10  | 4 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W11  | 5" GYP BOARD ON 2" X 4" STUDS      |
| W12  | 5 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W13  | 6" GYP BOARD ON 2" X 4" STUDS      |
| W14  | 6 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W15  | 7" GYP BOARD ON 2" X 4" STUDS      |
| W16  | 7 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W17  | 8" GYP BOARD ON 2" X 4" STUDS      |
| W18  | 8 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W19  | 9" GYP BOARD ON 2" X 4" STUDS      |
| W20  | 9 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W21  | 10" GYP BOARD ON 2" X 4" STUDS     |
| W22  | 10 1/2" GYP BOARD ON 2" X 4" STUDS |
| W23  | 11" GYP BOARD ON 2" X 4" STUDS     |
| W24  | 11 1/2" GYP BOARD ON 2" X 4" STUDS |
| W25  | 12" GYP BOARD ON 2" X 4" STUDS     |
| W26  | 12 1/2" GYP BOARD ON 2" X 4" STUDS |
| W27  | 13" GYP BOARD ON 2" X 4" STUDS     |
| W28  | 13 1/2" GYP BOARD ON 2" X 4" STUDS |
| W29  | 14" GYP BOARD ON 2" X 4" STUDS     |
| W30  | 14 1/2" GYP BOARD ON 2" X 4" STUDS |
| W31  | 15" GYP BOARD ON 2" X 4" STUDS     |
| W32  | 15 1/2" GYP BOARD ON 2" X 4" STUDS |
| W33  | 16" GYP BOARD ON 2" X 4" STUDS     |
| W34  | 16 1/2" GYP BOARD ON 2" X 4" STUDS |
| W35  | 17" GYP BOARD ON 2" X 4" STUDS     |
| W36  | 17 1/2" GYP BOARD ON 2" X 4" STUDS |
| W37  | 18" GYP BOARD ON 2" X 4" STUDS     |
| W38  | 18 1/2" GYP BOARD ON 2" X 4" STUDS |
| W39  | 19" GYP BOARD ON 2" X 4" STUDS     |
| W40  | 19 1/2" GYP BOARD ON 2" X 4" STUDS |
| W41  | 20" GYP BOARD ON 2" X 4" STUDS     |
| W42  | 20 1/2" GYP BOARD ON 2" X 4" STUDS |
| W43  | 21" GYP BOARD ON 2" X 4" STUDS     |
| W44  | 21 1/2" GYP BOARD ON 2" X 4" STUDS |
| W45  | 22" GYP BOARD ON 2" X 4" STUDS     |
| W46  | 22 1/2" GYP BOARD ON 2" X 4" STUDS |
| W47  | 23" GYP BOARD ON 2" X 4" STUDS     |
| W48  | 23 1/2" GYP BOARD ON 2" X 4" STUDS |
| W49  | 24" GYP BOARD ON 2" X 4" STUDS     |
| W50  | 24 1/2" GYP BOARD ON 2" X 4" STUDS |
| W51  | 25" GYP BOARD ON 2" X 4" STUDS     |
| W52  | 25 1/2" GYP BOARD ON 2" X 4" STUDS |
| W53  | 26" GYP BOARD ON 2" X 4" STUDS     |
| W54  | 26 1/2" GYP BOARD ON 2" X 4" STUDS |
| W55  | 27" GYP BOARD ON 2" X 4" STUDS     |
| W56  | 27 1/2" GYP BOARD ON 2" X 4" STUDS |
| W57  | 28" GYP BOARD ON 2" X 4" STUDS     |
| W58  | 28 1/2" GYP BOARD ON 2" X 4" STUDS |
| W59  | 29" GYP BOARD ON 2" X 4" STUDS     |
| W60  | 29 1/2" GYP BOARD ON 2" X 4" STUDS |
| W61  | 30" GYP BOARD ON 2" X 4" STUDS     |
| W62  | 30 1/2" GYP BOARD ON 2" X 4" STUDS |
| W63  | 31" GYP BOARD ON 2" X 4" STUDS     |
| W64  | 31 1/2" GYP BOARD ON 2" X 4" STUDS |
| W65  | 32" GYP BOARD ON 2" X 4" STUDS     |
| W66  | 32 1/2" GYP BOARD ON 2" X 4" STUDS |
| W67  | 33" GYP BOARD ON 2" X 4" STUDS     |
| W68  | 33 1/2" GYP BOARD ON 2" X 4" STUDS |
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| W100 | 49 1/2" GYP BOARD ON 2" X 4" STUDS |

**WINDOW TYPES LEGEND**

| Type | Description                        |
|------|------------------------------------|
| W1   | 1" GYP BOARD ON 2" X 4" STUDS      |
| W2   | 1 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W3   | 2" GYP BOARD ON 2" X 4" STUDS      |
| W4   | 2 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W5   | 3" GYP BOARD ON 2" X 4" STUDS      |
| W6   | 3 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W7   | 4" GYP BOARD ON 2" X 4" STUDS      |
| W8   | 4 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W9   | 5" GYP BOARD ON 2" X 4" STUDS      |
| W10  | 5 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W11  | 6" GYP BOARD ON 2" X 4" STUDS      |
| W12  | 6 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W13  | 7" GYP BOARD ON 2" X 4" STUDS      |
| W14  | 7 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W15  | 8" GYP BOARD ON 2" X 4" STUDS      |
| W16  | 8 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W17  | 9" GYP BOARD ON 2" X 4" STUDS      |
| W18  | 9 1/2" GYP BOARD ON 2" X 4" STUDS  |
| W19  | 10" GYP BOARD ON 2" X 4" STUDS     |
| W20  | 10 1/2" GYP BOARD ON 2" X 4" STUDS |
| W21  | 11" GYP BOARD ON 2" X 4" STUDS     |
| W22  | 11 1/2" GYP BOARD ON 2" X 4" STUDS |
| W23  | 12" GYP BOARD ON 2" X 4" STUDS     |
| W24  | 12 1/2" GYP BOARD ON 2" X 4" STUDS |
| W25  | 13" GYP BOARD ON 2" X 4" STUDS     |
| W26  | 13 1/2" GYP BOARD ON 2" X 4" STUDS |
| W27  | 14" GYP BOARD ON 2" X 4" STUDS     |
| W28  | 14 1/2" GYP BOARD ON 2" X 4" STUDS |
| W29  | 15" GYP BOARD ON 2" X 4" STUDS     |
| W30  | 15 1/2" GYP BOARD ON 2" X 4" STUDS |
| W31  | 16" GYP BOARD ON 2" X 4" STUDS     |
| W32  | 16 1/2" GYP BOARD ON 2" X 4" STUDS |
| W33  | 17" GYP BOARD ON 2" X 4" STUDS     |
| W34  | 17 1/2" GYP BOARD ON 2" X 4" STUDS |
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| W43  | 22" GYP BOARD ON 2" X 4" STUDS     |
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| W46  | 23 1/2" GYP BOARD ON 2" X 4" STUDS |
| W47  | 24" GYP BOARD ON 2" X 4" STUDS     |
| W48  | 24 1/2" GYP BOARD ON 2" X 4" STUDS |
| W49  | 25" GYP BOARD ON 2" X 4" STUDS     |
| W50  | 25 1/2" GYP BOARD ON 2" X 4" STUDS |
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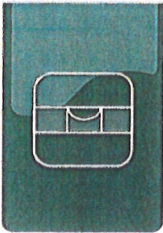
**GENERAL PLAN NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI BUILDING CODES AND STANDARDS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI ELECTRICAL CODE AND STANDARDS.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI MECHANICAL CODE AND STANDARDS.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI PLUMBING CODE AND STANDARDS.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI FIRE AND ALARM CODE AND STANDARDS.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI ENERGY CODE AND STANDARDS.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI ENVIRONMENTAL CODE AND STANDARDS.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI TRANSPORTATION CODE AND STANDARDS.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI AEROSPACE CODE AND STANDARDS.



MEZZANINE PLAN  
 Scale: 1/8" = 1'-0"  
 1/4" = 1'-0"  
 1/2" = 1'-0"  
 3/4" = 1'-0"  
 1" = 1'-0"

FIRST FLOOR DIMENSION PLAN  
 Scale: 1/8" = 1'-0"  
 1/4" = 1'-0"  
 1/2" = 1'-0"  
 3/4" = 1'-0"  
 1" = 1'-0"



# LEVEL & LEAK DETECTION

## TAPE STYLE WATER DETECTOR WD-2-T

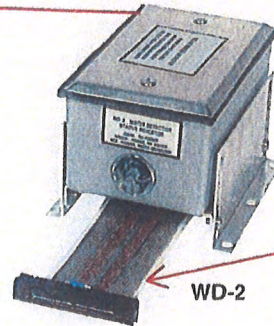
to building automation system

### DESCRIPTION

The Kele Model WD-2-T tape style water detector uses a self-adhesive sensor tape with copper fiber electrodes and a durable netted cover for dependable detection of conductive liquids anywhere along the length of tape. The Model WD-2-T includes a tape integrity self-check feature, which activates a trouble output if the tape is unplugged, broken, or cut. Alarm relays may be independently jumpered to energize or de-energize upon water or trouble detection.

### FEATURES

- Weather resistant enclosure
- Designed to minimize external noise pickup
- SPDT alarm and trouble relay contacts
- Relay action jumper selectable
- Continuous tape integrity self-check
- Power/Alarm/Trouble status LED (green, red, green/red)
- Sensor tape lengths of 10 ft (3.1m), 25 ft (7.6m), 50 ft (15.2m), 100 ft (30.5m)
- Floor or under-pipe mounting
- Able to convert to two alarm relays



Kele



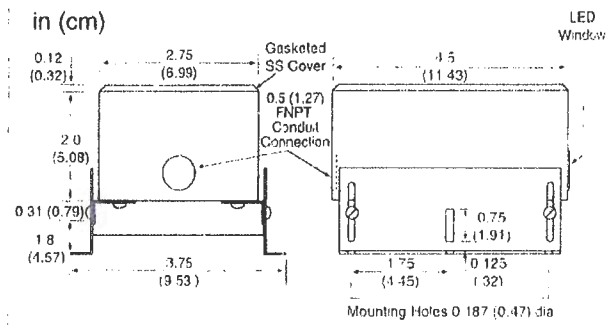
This can be up to 100 feet long.

CE

### OPERATION

The Model WD-2-T can be used with any contact-closure monitoring device, wiring to either the normally open or normally closed contacts for flexibility.

### DIMENSIONS



10

LEVEL & LEAK DETECTION

### SPECIFICATIONS

|                              |                                                                        |                   |                                                   |
|------------------------------|------------------------------------------------------------------------|-------------------|---------------------------------------------------|
| <b>Supply Voltage</b>        | 11 -27 VAC/VDC                                                         | <b>Dimensions</b> | 4.23"H x 3.75"W x 4.5"D<br>(10.7 x 9.5 x 11.4 cm) |
| <b>Supply Current</b>        |                                                                        | <b>Approvals</b>  | CE                                                |
| VDC                          | 15mA typical, 60 mA maximum                                            | <b>Weight</b>     |                                                   |
| VAC                          | 35 mA typical, 120 mA maximum                                          | <b>WD-2</b>       | 0.98 lb (6.44 kg) (without tape)                  |
| <b>Relay Type</b>            | SPDT                                                                   | <b>WD-2-T-10</b>  | 1.8 lb (0.8 kg)                                   |
| <b>Relay Output Rating</b>   | 1A @ 24 VAC/VDC, 1/2A @ 120 VAC                                        | <b>WD-2-T-25</b>  | 2.2 lb (1.0 kg)                                   |
| <b>Operating Temperature</b> | Detector: 32° to 158°F (0° to 70°C)<br>Tape: 32° to 180°F (0° to 82°C) | <b>WD-2-T-50</b>  | 3.0 lb (1.4 kg)                                   |
| <b>Sensor Electrodes</b>     | 3 mil copper fiber, 1/4" gap                                           | <b>WD-2-T-100</b> | 4.6 lb (2.1 kg)                                   |
| <b>Enclosure</b>             | Cast aluminum, weather resistant                                       | <b>Warranty</b>   | 18 Months                                         |

### INSTALLATION

#### Floor Mounting

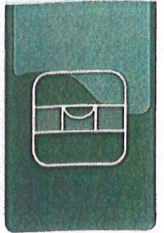
Mount the Model WD-2-T box adjacent to the area to be protected. Unroll the sensor tape, remove vinyl release layer from the back, and hand press onto a surface that is dry and free of all debris and dust.

**Note 1:** Once the sensor is activated (wet), the contacts will remain in alarm until the netted cover is completely dry.

**Note 2:** To convert the tape integrity check relay to a second alarm relay, remove the jumper in the lower right corner of the circuit board. If the sensing tape is not used, install the jumper labeled "NO TBL CHK."

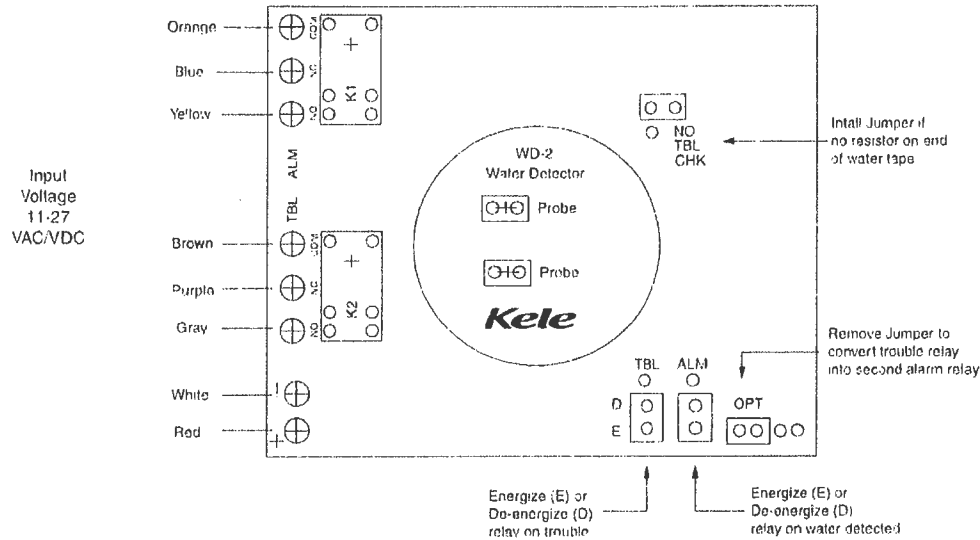
# LEVEL & LEAK DETECTION

## TAPE STYLE WATER DETECTOR WD-2-T



### WIRING

The Model WD-2-T is provided with a 1/2" FNPT conduit connection in the end of the enclosure. Terminations are made using the color-coded wires with field-supplied connectors. All interconnect wiring should be 18 AWG or larger.



The Model WD-2-T tape includes a supervisory resistor mounted on the far end for the tape integrity self-check. A self-check disable jumper is provided inside for use with older or cut-down tapes that do not have the supervisory resistor.

### STATUS INDICATOR

- Green blink Normal
- Red blink Water detected
- Red/green alternating Tape sensor problem

### JUMPER POSITIONS

- NO TBL CHK Install jumper to disable tape trouble check
- OPT Remove jumper to convert trouble contacts to second set of alarm contacts
- ALM (position D) De-energize relay on alarm (position E) Energize relay on alarm
- TBL (position D) De-energize relay on trouble (position E) Energize relay on trouble

### ORDERING INFORMATION

| MODEL      | DESCRIPTION                                |
|------------|--------------------------------------------|
| WD-2       | Water detector without sensor tape         |
| WD-2-T-10  | Water detector with 10 (3.1m) sensor tape  |
| WD-2-T-25  | Water detector with 25 (15.2m) sensor tape |
| WD-2-T-50  | Water detector with 50 (30.5m) sensor tape |
| WD-2-T-100 | Water detector with 100 (7.6m) sensor tape |

### RELATED PRODUCTS

|           |                                                                             |
|-----------|-----------------------------------------------------------------------------|
| 691-K0A   | Control transformer. 120:24 VAC, 40 VA, Class 2                             |
| DCP-1.5-W | Power supply. 24 VAC IN to 24 VDC OUT                                       |
| DCPA-1.2  | Power supply. 120 VAC IN to 24 VAC/24 VDC OUT                               |
| WD-CLIP-5 | Pack of five mounting clips (space 187/45 7 cm for under-pipe installation) |

**TEEL MECHANICAL SERVICE, INC.**  
*Air Conditioning, Heating, Refrigeration, Ventilation*

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4388 County Road 203 • Fulton, Missouri 65251 • Phone (573) 642-9648 • Fax (573) 642-1313

April 21, 2016

Little Dixie Construction  
3316 Lemone Ind. Blvd  
Columbia, MO 65201

We have received RFP-22 which adds underfloor water detection to the Emergency Call Center. For this change in scope we will add a new control panel for the sensors. The panel will be provided with power and communications connection into the BAS. The new sensors will be installed under the existing raised floor and wired to the new panel. Programming will be added to alert the occupants via the existing Dispatch Room Alarm light when moisture is detected below the floor. Graphics will be added to the BAS to indicate specifically which zone is in alarm. Cost to complete this scope of work is as follows:

|                              |                   |
|------------------------------|-------------------|
| Material:                    | \$ 3255.49        |
| Engineering: 8 hrs @ \$73.81 | \$ 590.48         |
| Technician: 9 hrs @ \$73.81  | \$ 664.29         |
| Proj Man: 6 hrs @ \$72.00    | \$ 432.00         |
| Electrical:                  | <u>\$ 4045.47</u> |
| Subtotal:                    | \$ 8987.73        |
| 20% Profit                   | <u>\$ 1797.55</u> |
| Subtotal:                    | \$10785.28        |
| 15% Teel OH&P                | <u>\$ 1617.79</u> |
| Total:                       | \$12403.07        |

**Total RFP-22:      \$ 12403.07**



# C&C Group

2414 Hyde Park Rd., Suite B, Jefferson City, MO 65109  
Office: 573.632.4247 | www.c-cgroup.com

April 19, 2016

Richard Teel  
Teel Mechanical Service Inc  
4388 County Road 203  
Fulton MO 65251

Re: RFP-22

Richard,

We have received RFP-22 which adds underfloor water detection to the Emergency Call Center. For this change in Scope we will add a new control panel for the sensors. The panel will be provided with power and communications connection into the BAS. The new sensors will be installed under the existing raised floor and wired to the new panel. Programming will be added to alert the occupants via the existing Dispatch Room Alarm light when moisture is detected below the floor. Graphics will be added to the BAS to indicate specifically which zone is in alarm. Cost to complete this scope of work is \$10,785.28.

|             |                |                 |
|-------------|----------------|-----------------|
| Material:   |                | \$3,255.49      |
| Engineering | 8hrs @ \$73.81 | 590.48          |
| Technician  | 9hrs @ \$73.81 | 664.29          |
| Proj Man    | 6hrs @ \$72.00 | 432.00          |
| Electrical  |                | <u>4,045.47</u> |
| Subtotal    |                | 8,987.73        |
| OH&P @ 20%  |                | <u>1,797.55</u> |
| Total       |                | \$10,785.28     |

If there are any questions regarding this proposal, please contact us at 573-632-4247.

Sincerely,

Brian Schepers  
C&C Group



**TEEL MECHANICAL SERVICE, INC.**  
*Air Conditioning, Heating, Refrigeration, Ventilation*

---

4388 County Road 203 • Fulton, Missouri 65251 • Phone (573) 642-9648 • Fax (573) 642-1313

April 28, 2016

Little Dixie Construction  
3316 Lemone Ind. Blvd  
Columbia, MO 65201

We have received RFP-22 which adds underfloor water detection to the Emergency Call Center. For this change in scope we will add a new control panel for the sensors. The panel will be provided with power and communications connection into the BAS. The new sensors will be installed under the existing raised floor and wired to the new panel. Programming will be added to alert the occupants via the existing Dispatch Room Alarm light when moisture is detected below the floor. Graphics will be added to the BAS to indicate specifically which zone is in alarm. Cost to complete this scope of work is as follows:

|                              |                   |
|------------------------------|-------------------|
| Material:                    |                   |
| Water Detector 25'           | \$ 330.56         |
| Water Detector 50' (qty 4)   | \$ 2071.96        |
| MNB-300 Point Module         | \$ 414.45         |
| Enclosure                    | \$ 186.96         |
| Backplane                    | \$ 72.08          |
| Power Supply                 | \$ 52.98          |
| Panel Matl                   | \$ 126.50         |
|                              | <u>\$ 3255.49</u> |
| Engineering: 8 hrs @ \$73.81 | \$ 590.48         |
| Technician: 9 hrs @ \$73.81  | \$ 664.29         |
| Proj Man: 6 hrs @ \$72.00    | \$ 432.00         |
| Electrical:                  | <u>\$ 4045.47</u> |
| Subtotal:                    | \$ 8987.73        |
| 20% Profit                   | <u>\$ 1797.55</u> |
| Subtotal:                    | \$10785.28        |
| 15% Teel OH&P                | <u>\$ 1617.79</u> |
| Total:                       | \$12403.07        |

Engineering includes modification of system drawings and As-Builts to show additional panel, location, and associated points as well as programming and modification of the

# TEEL MECHANICAL SERVICE, INC.

*Air Conditioning, Heating, Refrigeration, Ventilation*

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4388 County Road 203 • Fulton, Missouri 65251 • Phone (573) 642-9648 • Fax (573) 642-1313

facility graphics to indicate the floor sensors and associated alarms. Technician time includes building and panel wiring associated with the new point module panel as well as field testing and checkout of individual sensors. Project Management includes coordination with the design team on system design and field coordination with the Electrical contractor on wiring location and installation. Electrical includes power and communication on the new control panel, installation of sensors, removal and replacement of the floor panels where required, and wiring of the sensors back to the new panel location.

There is a question regarding a potential cost savings for a rope type sensor. The rope style sensor is \$6.91 more expensive per sensor. Cost savings on installation is negligible as the wiring portion of the project is the same regardless of the sensor type. Time associated with the installation of the sensors is mostly tied to the removal and replacement of the floor tiles and setting the sensor itself. The difference between installation of the tape versus the rope is minimal. We can provide either sensor type, it will just be a matter of Owner preference. Breakdown of the electrical costs are attached. 1

**Total RFP-22:      \$ 12403.07**





April 19, 2016

Richard Teel  
Teel Mechanical Service Inc  
4388 County Road 203  
Fulton MO 65251

Re: RFP-22

Richard,

We have received RFP-22 which adds underfloor water detection to the Emergency Call Center. For this change in Scope we will add a new control panel for the sensors. The panel will be provided with power and communications connection into the BAS. The new sensors will be installed under the existing raised floor and wired to the new panel. Programming will be added to alert the occupants via the existing Dispatch Room Alarm light when moisture is detected below the floor. Graphics will be added to the BAS to indicate specifically which zone is in alarm. Cost to complete this scope of work is \$10,785.28.

|             |                      |            |                   |
|-------------|----------------------|------------|-------------------|
| Material:   | Water Detector 25'   | 1 @ 330.56 | 330.56            |
|             | Water Detector 50'   | 4 @ 517.99 | 2,071.96          |
|             | MNB-300 Point Module | 1 @ 414.45 | 414.45            |
|             | Enclosure            | 1 @ 186.96 | 186.96            |
|             | Backplane            | 1 @ 72.08  | 72.08             |
|             | Power Supply         | 1 @ 52.98  | 52.98             |
|             | Panel Matl           | 1 @ 126.50 | 126.50            |
|             |                      |            | <u>\$3,255.49</u> |
| Engineering | 8hrs @ \$73.81       |            | 590.48            |
| Technician  | 9hrs @ \$73.81       |            | 664.29            |
| Proj Man    | 6hrs @ \$72.00       |            | 432.00            |
| Electrical  |                      |            | <u>4,045.47</u>   |
| Subtotal    |                      |            | 8,987.73          |
| OH&P @ 20%  |                      |            | <u>1,797.55</u>   |
| Total       |                      |            | \$10,785.28       |

Engineering includes modification of system drawings and As-Builts to show additional panel, location, and associated points as well as programming and modification of the facility graphics to indicate the floor sensors and associated alarms. Technician time includes building and panel wiring associated with the new point module panel as well as field testing and checkout of the individual sensors. Project Management includes coordination with the design team on system design and field coordination with the Electrical contractor on wiring location and installation. Electrical includes power and communication to the new control panel, installation of sensors, removal and replacement of the floor panels where required, and wiring of the sensors back to the new panel location.

There is a question regarding a potential cost savings for a rope type sensor. The rope style sensor is \$6.91 more expensive per sensor. Cost savings on installation is negligible as the wiring portion of the project is the same regardless of the sensor type. Time associated with the installation of the sensors is mostly tied to the



removal and replacement of the floor tiles and setting the sensor itself. The difference between installation of the tape versus the rope is minimal. We can provide either sensor type, it will just be a matter of Owner preference. Breakdown of the electrical costs are attached.

If there are any questions regarding this proposal, please contact us at 573-632-4247.

Sincerely,

Brian Schepers  
C&C Group



**MEYER ELECTRIC INC.**

3513 North Ten Mile Drive  
 Jefferson City, MO 65109  
 ph: (573) 893-2335 fax: (573) 893-3686  
 meyerelectric@earthlink.net  
 C & C Group  
 2414 Hyde Park Rd. Ste.B  
 Jefferson City, MO 65109

**CHANGE ORDER REQUEST**

4/19/2016

Boone Co. Em.Call Cntr Temp Cn  
 BooneCo Em Cntr  
 Our Job #: 36204

Attention: Brian Schepers

Meyer Ref #: 22314

RFP#22 We propose to furnish material and labor to install electrical work for water sensor equipment that is furnished and programmed by C & C Group per the following breakdown:

| Material                                                        | Quantity    | Cost            |
|-----------------------------------------------------------------|-------------|-----------------|
| Sensor                                                          | 5.00        | 15.00           |
| Install 50 tape & module                                        | 5.00        | 15.00           |
| Cable to C&C panel                                              | 200.00 Ft   | 60.00           |
| 2" EMT conduit                                                  | 10.00 Ft    | 17.00           |
| 2" EMT connector                                                | 2.00        | 5.80            |
| 2" minerlac & anchor                                            | 2.00        | 3.00            |
| Plastic bushing                                                 | 2.00        | 2.00            |
| 18/2 shielded cable                                             | 1,280.00 Ft | 358.40          |
| Provide 120V power to a DCPA-1.2 power supply provided by other | 1.00        | 6.00            |
| 3/4" EMT                                                        | 60.00 Ft    | 25.80           |
| 3/4" EMT connector                                              | 2.00        | 1.16            |
| 3/4" EMT coupling                                               | 9.00        | 5.40            |
| 3/4" EMT minerlac                                               | 9.00        | 5.85            |
| #12 THHN copper                                                 | 210.00 Ft   | 25.20           |
| 1900 box & blank plate                                          | 1.00        | 1.94            |
| Floor panel remove & reinstall                                  | 30.00       |                 |
| Install point module                                            | 1.00        | 6.00            |
| Cable connector                                                 | 10.00       | 4.00            |
| <b>Material Cost Subtotal</b>                                   |             | <b>\$557.55</b> |
| Markup on Material @ 10.00%                                     |             | \$55.76         |
| Profit on Material @10.00%                                      |             | \$61.32         |
| <b>Material Subtotal</b>                                        |             | <b>\$674.63</b> |

| Labor                 | Rate  | Quantity | Cost              |
|-----------------------|-------|----------|-------------------|
| Labor                 | 79.84 | 42.22 Hr | 3,370.84          |
| <b>Labor Subtotal</b> |       |          | <b>\$3,370.84</b> |

**TOTAL 4,045.47**

|                                               |                    |
|-----------------------------------------------|--------------------|
| Submitted By:                                 | Accepted By:       |
| Signature: <u>Leon J. Keller</u>              | Signature: _____   |
| Name, Title: <u>Leon J. Keller, President</u> | Name, Title: _____ |
| Date: <u>April 19, 2016</u>                   | Date: _____        |