

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the 22nd day of March 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 Office of Emergency Management to purchase Rave Alert for Public Safety.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2702	71100	EMR MGMT OPS	Outside Services		24,000

Done this 22nd day of March, 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

Absent

Janet M. Thompson  
 District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

2/25/16

**EFFECTIVE DATE**

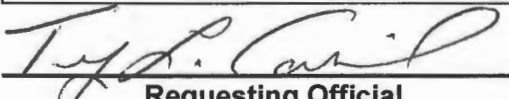
**FOR AUDITORS USE**

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2702	71100	EMR MGMT OPS	Outside Services		24,000
				-	<u>24,000</u>

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

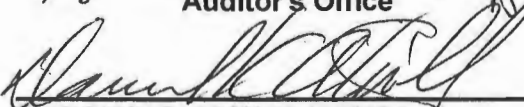
To purchase Rave Alert for Public Safety. This is an annual contract for five years with a fee of \$20,000 per year. There is a one time set-up fee of \$4,000.

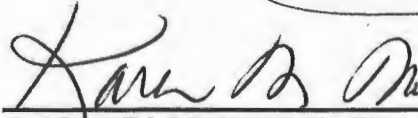
  
 \_\_\_\_\_  
**Requesting Official**

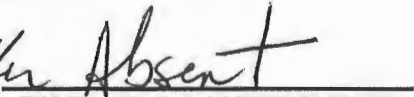
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: *Purchase Rave Alert*

*Agenda*

*78*  
 \_\_\_\_\_  
**Auditor's Office**  
  
 \_\_\_\_\_  
**PRESIDING COMMISSIONER**

\_\_\_\_\_  \_\_\_\_\_  
**DISTRICT I COMMISSIONER**

\_\_\_\_\_  \_\_\_\_\_  
**DISTRICT II COMMISSIONER**

**BUDGET AMENDMENT PROCEDURES**

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



**BOONE COUNTY**  
**Office Of Emergency Management**

17 N. Seventh St.  
Columbia, MO 65201  
573-886-7210

**Terry Cassil**

**Director**

---

**DATE:** February 29, 2016

**TO:** Dan Atwill, Presiding Commissioner  
Karen Miller, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Terry Cassil, Emergency Management Director

**SUBJECT:** Request to purchase Rave Alert Emergency Notification System.

The purpose of this request is to seek approval to amend our budget and purchase the Rave Alert Emergency Notification System.

1. Value to the community
2. UMC is purchasing for their campus
3. Replaces the Nixel System
4. Replaces Rapid Notify as well.
5. For use in all county and city departments.
6. Allows all citizens to subscribe
7. Smart prepare
8. Original cost was \$60,000, Charter 50 member so our cost was reduced to \$24,000.



**LICENSE & SERVICES ORDER FORM ("ORDER FORM")**

**CLIENT INFORMATION:**

CLIENT NAME ("CLIENT"):	Boone County, MO
ADDRESS:	801 E Walnut Rm #333
	Columbia, MO 65201-7732
CONTACT NAME/TITLE:	Melinda Bobbitt / Director of Purchasing
PHONE:	(573) 886-4391
EMAIL:	mbobbitt@boonecountymo.org

INITIAL LICENSE TERM:	February 29, 2016 through February 28, 2021
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**FEES INFORMATION:**

**ANNUAL LICENSE FEES:**

Product Description	Unit	Qty	Annual License Fee
SmartPrepare with Alert	Population	170,000.00	\$20,000.00
Annual License Fee(s):			\$20,000.00

**PROFESSIONAL SERVICES FEES:**

One-Time Service Description	One-Time Fee
IPAWS	\$0.00
SmartPrepare with Alert One-Time Setup	\$4,000.00
SmartPrepare with Alert - Loaded Landlines	\$0.00
Total Set-Up Fee(s):	\$4,000.00

**TOTAL FEES:**

	# of Years	Cost Per year	Total Contract
Annual Fees:	5	\$20,000.00	\$100,000.00
One-Time Fees (Set Up & Integration):			\$4,000.00
Total Fees			\$104,000.00
Fees Payable Net 30:			\$24,000.00

**STANDARD CONDITIONS:**

- Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
- Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the standard terms and conditions of the Rave Mobile Safety Master License and Services Agreement which is expressly incorporated by reference in this Order Form as attached hereto. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form. Client's offer to license the Products becomes a binding commitment upon signing of this Order Form by both Parties. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.

# RAVE

MOBILE SAFETY

3. **Fees Payable.** Client shall pay to Rave, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave invoice. Rave reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 5% annually) following the Initial License Term or any Renewal License Term, as the case may be.
4. **Rave Alert.** Unlimited Text/SMS, Email, RSS for messages sent through Rave Management Console. Unlimited SMTP messages. If applicable, alert messages may be sent via optional components including the Rave Alert Peer-to-Peer Groups, the Rave Alert API Toolkit, and the Rave Alert Blackboard Building Block License. For Rave Alert optional components, the message delivery default is SMTP. If the product SMTP defaults are overridden and changed to SMPP/SMS delivery method, the Client may be subject to additional charges. If applicable, these additional per message fees (\$0.03 per SMPP message) are billed quarterly in arrears.
5. **Rave Voice (if applicable).** Unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.
6. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to Rave.
7. **Services.** Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If Client makes infrastructure or other changes (including, but not limited to, changes in its location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.
8. HGACBUY Contract # EC07-14

**SPECIAL CONDITIONS:**

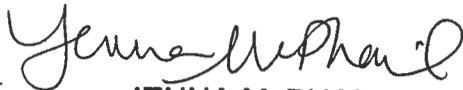
Client to provide Rave the Landlines to be loaded.

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**AGREED AND ACCEPTED:**

RAVE WIRELESS, INC. d/b/a Rave Mobile Safety

Signature:



Printed Name:

JENNA McPHAIL

Title:

CHIEF FINANCIAL OFFICER

Date:

2/9/16

 CLIENT: Boone County, MO

Signature:

Printed Name:

Title:

Date:

## Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)

	2014 Actual	2015 Budget	2015 Estimated	2016 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	10,251,257	10,334,000	10,497,000	10,812,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	1,500	1,969
Charges for Services	-	192,500	-	-
Fines and Forfeitures	-	-	-	-
Interest	22,079	18,800	52,800	42,800
Hospital Lease	-	-	-	-
Other	-	-	1,490	-
<b>Total Revenues</b>	<b>10,273,336</b>	<b>10,545,300</b>	<b>10,552,790</b>	<b>10,856,769</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balance Used for Operations</b>	<b>-</b>	<b>5,242,908</b>	<b>3,601,710</b>	<b>-</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 10,273,336</b>	<b>15,788,208</b>	<b>14,154,500</b>	<b>10,856,769</b>
<b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ 523,967	3,390,935	2,593,804	4,075,266
Materials & Supplies	-	43,575	35,110	81,182
Dues Travel & Training	-	58,750	29,365	91,584
Utilities	1,000	25,570	20,605	83,976
Vehicle Expense	-	5,092	5,150	22,097
Equip & Bldg Maintenance	1,150	35,040	32,975	173,662
Contractual Services	2,704,723	1,041,458	916,153	1,705,200
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	234,254	797,136	264,539	663,715
Fixed Asset Additions	-	518,839	384,986	383,217
<b>Total Expenditures</b>	<b>3,465,094</b>	<b>5,916,395</b>	<b>4,282,687</b>	<b>7,279,899</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	1,000,000	9,871,813	9,871,813	905,877
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	<b>1,000,000</b>	<b>9,871,813</b>	<b>9,871,813</b>	<b>905,877</b>
<b>TOTAL FINANCIAL USES</b>	<b>\$ 4,465,094</b>	<b>15,788,208</b>	<b>14,154,500</b>	<b>8,185,776</b>
<b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>\$ 2,417,928</b>	<b>8,226,170</b>	<b>8,226,170</b>	<b>4,624,460</b>
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	5,808,242	(5,242,908)	(3,601,710)	2,670,993
<b>FUND BALANCE (GAAP), end of year</b>	<b>8,226,170</b>	<b>2,983,262</b>	<b>4,624,460</b>	<b>7,295,453</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET FUND BALANCE, end of year</b>	<b>\$ 8,226,170</b>	<b>2,983,262</b>	<b>4,624,460</b>	<b>7,295,453</b>
<b>Net Fund Balance as a percent of expenditures</b>	<b>237.40%</b>	<b>50.42%</b>	<b>107.98%</b>	<b>100.21%</b>

# Fund Statement - 911/Emergency Management Fund 270 (Major Fund)

## 2016 Budget

### Departments funded by 911/Emergency Management Fund

	2700	2701 Joint Communications Operations	2702 Emergency Management Operations	2703 Information Technology	2704 Joint Communications Radio Network	2705 Facilities Housekeeping Grounds	Fund 270  Total
	<u>Revenue</u>						<u>Total</u>
<b>REVENUES:</b>							
Taxes	\$ 10,812,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,812,000
Licenses and Permits	-	-	-	-	-	-	-
Intergovernmental	-	1,969	-	-	-	-	1,969
Charges for Services	-	-	-	-	-	-	-
Fines and Forfeitures	-	-	-	-	-	-	-
Interest	42,800	-	-	-	-	-	42,800
Hospital Lease	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ 10,854,800</b>	<b>\$ 1,969</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,856,769</b>
<b>EXPENDITURES:</b>							
Personal Services	-	3,089,535	377,117	530,273	-	78,341	4,075,266
Materials & Supplies	-	24,550	7,850	18,352	20,000	10,430	81,182
Dues Travel & Training	-	53,772	10,767	27,045	-	-	91,584
Utilities	-	19,176	13,120	5,320	10,450	35,910	83,976
Vehicle Expense	-	10,420	7,687	500	-	3,490	22,097
Equip & Bldg Maintenance	-	2,200	44,632	-	120,400	6,430	173,662
Contractual Services	2,500	1,382,457	27,000	265,348	26,735	1,160	1,705,200
Emergency	-	-	-	-	-	-	-
Other	81,343	94,907	106,465	10,000	371,000	-	663,715
Fixed Asset Additions	-	2,600	50,000	25,670	268,900	36,047	383,217
<b>Total Expenditures</b>	<b>\$ 83,843</b>	<b>\$ 4,679,617</b>	<b>\$ 644,638</b>	<b>\$ 882,508</b>	<b>\$ 817,485</b>	<b>\$ 171,808</b>	<b>\$ 7,279,899</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>							<b>\$ -</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

March

20

16

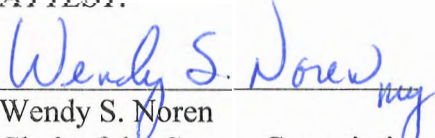
the following, among other proceedings, were had, viz:

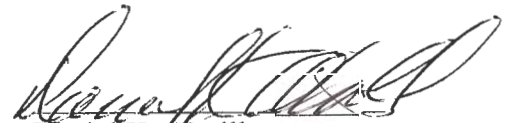
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Office of Emergency Management for Active Shooter Costs for ALS kits for the airport and each Engine, Squad and Ambulance in the county and for Infectious Disease Kits.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2702	86670	EMR MGMT OPS	Emergency Management		75,865

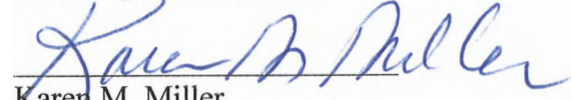
Done this 22nd day of March, 2016.

ATTEST:

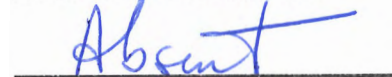
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

2/23/16

**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)

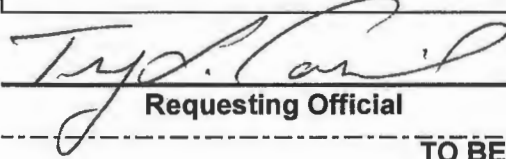
Transfer From      Transfer To  
Decrease              Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2702	86670	EMR MGMT OPS	Emergency Management		75,865

- 75,865

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

Originally budgeted in 2015 but weren't able to acquire. Need to appropriate funds to finish project in 2016. This is an estimate from BCFPD, they will invoice separately for actual invoice amounts.

  
**Requesting Official**

**TO BE COMPLETED BY AUDITOR'S OFFICE**

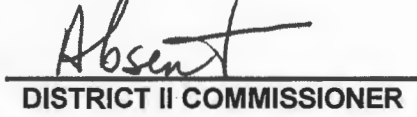
- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: *Active Shooter + Inf. Dis. Kits*

Agenda

  
**Auditor's Office**

  
**PRESIDING COMMISSIONER**

  
**DISTRICT I COMMISSIONER**

  
**DISTRICT II COMMISSIONER**

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
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Boone County Fire Protection District  
 2201 Interstate 70 Drive NW  
 Columbia, MO 65202  
 573-447-5000

*Estimate*  
**Invoice**

Date	Invoice #
2/11/2016	78

Bill To
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

P.O. No.

Quantity	Description	Rate	Class	Project	Amount
1	Active Shooter Costs for ALS kits for Airport & each Engine, Squad and ambulance in county	54,606.48	700 - Office of ...		54,606.48
1	Infectious Disease Kits	21,258.19	700 - Office of ...		21,258.19

	<b>Total</b>	\$75,864.67
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$75,864.67

## Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)

	2014 Actual	2015 Budget	2015 Estimated	2016 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	10,251,257	10,334,000	10,497,000	10,812,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	1,500	1,969
Charges for Services	-	192,500	-	-
Fines and Forfeitures	-	-	-	-
Interest	22,079	18,800	52,800	42,800
Hospital Lease	-	-	-	-
Other	-	-	1,490	-
<b>Total Revenues</b>	<b>10,273,336</b>	<b>10,545,300</b>	<b>10,552,790</b>	<b>10,856,769</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balance Used for Operations</b>	<b>-</b>	<b>5,242,908</b>	<b>3,601,710</b>	<b>-</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 10,273,336</b>	<b>15,788,208</b>	<b>14,154,500</b>	<b>10,856,769</b>
<b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ 523,967	3,390,935	2,593,804	4,075,266
Materials & Supplies	-	43,575	35,110	81,182
Dues Travel & Training	-	58,750	29,365	91,584
Utilities	1,000	25,570	20,605	83,976
Vehicle Expense	-	5,092	5,150	22,097
Equip & Bldg Maintenance	1,150	35,040	32,975	173,662
Contractual Services	2,704,723	1,041,458	916,153	1,705,200
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	234,254	797,136	264,539	663,715
Fixed Asset Additions	-	518,839	384,986	383,217
<b>Total Expenditures</b>	<b>3,465,094</b>	<b>5,916,395</b>	<b>4,282,687</b>	<b>7,279,899</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	1,000,000	9,871,813	9,871,813	905,877
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	<b>1,000,000</b>	<b>9,871,813</b>	<b>9,871,813</b>	<b>905,877</b>
<b>TOTAL FINANCIAL USES</b>	<b>\$ 4,465,094</b>	<b>15,788,208</b>	<b>14,154,500</b>	<b>8,185,776</b>
<b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>\$ 2,417,928</b>	<b>8,226,170</b>	<b>8,226,170</b>	<b>4,624,460</b>
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Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	5,808,242	(5,242,908)	(3,601,710)	2,670,993
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<b>Net Fund Balance as a percent of expenditures</b>	<b>237.40%</b>	<b>50.42%</b>	<b>107.98%</b>	<b>100.21%</b>



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the 22nd day of March 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 with Rave Wireless, Inc. of Framingham, MA to purchase 911 Emergency Notification Software.

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

Done this 22nd day of March, 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

*Absent*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** February 16, 2016  
**RE:** Cooperative Contract: EC07-14 – 9-1-1 Emergency Notification Software (Rave Alert)

Joint Communications requests permission to utilize the Houston-Galveston Area Council (HGAC) cooperative agreement with Rave Wireless, Inc. of Framingham, Massachusetts to purchase 9-1-1 Emergency Notification Software (Rave Alert, SmartPrepare & IPAWS).

Annual license fee is \$20,000 and there is a one-time set-up fee of \$4,000. Pricing is firm for five years. Invoices will be paid from department 4101 – ECC Radio & Technology, account 71231 – Owner Costs. \$8,536,000.00 is budgeted for the ECC project.

**cc:** Chad Martin, Joint Communications  
Contract File

Rave Alert



Rave Alert for Public Safety – Powerful Emergency Communications Made Easy

**Rave Alert Proposal for:**



by Rave Mobile Safety  
Account Executive: Greg Frye

Date submitted: 1.4.2016/ Price quote expires: 1.29.2016

# Improve Community Safety Before, During, and After Emergencies.

From Superstorm Sandy to the Oklahoma tornadoes to the Colorado floods, a common lesson emerges – how fast and how well you inform your community of impending or in-progress emergencies is often the difference between life and death.

Rave Alert for Public Safety gives you powerful, proven emergency alerting combined with a managed citizen registration portal. Using opt-in, online registration, citizens enter basic contact information into a secure national database. This simplifies the collection and maintenance of critical citizen data and adds efficiency and interoperability. Additionally, it meets the need for a notification platform that addresses the highly mobile lifestyle of residential and commuter populations.

Rave Alert delivers thousands of messages in seconds. It lets you rapidly communicate with and alert your entire community using all available methods – mobile phones, landlines, email, text, social media, IPAWS-OPEN, and more.

Rave Alert is backed by industry leading security, availability, and customer support. It gives you an easy to use, proven way to communicate with citizens, staff, management, and other stakeholders before, during, and after emergencies.



**From anywhere. To anywhere.** Rave Alert provides rapid sending – from the EOC or the field – to all modes: SMS, Email, Voice, Twitter, Facebook, Siren Systems, Dynamic Signage, RSS Feeds, websites, and IPAWS-OPEN.



*"We would not have survived the tremendous demands on our communications office and the Judiciary in general during Superstorm Sandy without our Rave accounts. We kept the entire state, and especially the shore and the inland communities that were devastated by the storm, fully informed and updated all day, every day."*

**– Winnie Comfort, Director Communications & Community Relations, New Jersey Courts**



## Benefits

- **Branded citizen opt-in portal** – People can opt-in to your alert system with preferences you define.
  - **Integrate with existing lists** – Geo-coded ALI and other directories.
  - **Define message targets** – Geographically target alert recipients, referencing citizen opt-in data or pre-loaded contact information.
  - **Internal group/list management notifications** – Separate your management and operations into distinct notification groups.
  - **Automated conference bridge calling** – Quickly assemble your team with a one click message.
  - **Pre-emergency planning** – Identify and create at-risk groups and individuals.
  - **Unlimited preset templates** – Tailored for specific emergency types.
  - **Helpful alert templates and best practice documents** assist with communications and emergency planning.
  - **Quick-Send** – Send pre-configured emergency notifications with a simple three-click process.
  - **Delivery rates** – Industry leading capacity ensures your entire population is notified in minutes, no matter how big or small.
  - **Send from anywhere** – Cloud-based technology lets you send messages from internet connected devices.
  - **Reporting** – Detailed “by recipient” reports show date/time, delivery methods, destination phone number and email, success/failure, calls connected, unconnected, busy, or operator intercepts.
  - **Designed for stress** – During the Boston Marathon bombing and Superstorm Sandy, Rave Emergency Notification flawlessly delivered millions of messages to a wide range of recipients.
- 
- **2-way SMS** – Send and receive text messages.
  - **2-Way Voice** – Includes: custom caller ID, dynamic central office throttling, and TTS. Configurable voice message delivery profiles include customized caller-ID message playback, answering machine detection, multiple retry rules, and touch-tone response options.

- **Simple integration** to Facebook, Twitter, websites, digital signage.
  - **Multi-language** – Autotranslate in 34 languages.
  - **CAP support** – Trigger alerts, or activate other systems, via the Common Alerting Protocol.
  - **IPAWS for WEA/EAS initiated notifications** – Lets you access the Integrated Public Alert and Warning System (IPAWS), a modernization and integration of the nation's alert and warning infrastructure.
- 
- **Availability** – Backed by geo-redundant data centers, our infrastructure ensures high performance and unmatched availability.
  - **Redundancy/Failover** – Direct connections to multiple wireless carriers, carrier networks, and Tier1 SMPP aggregators keeps messages moving in every stress scenario.
  - **Access control** – Granular system access control through role-based permissions. Delegate tasks through granting resources access to only the required functions.
  - **Security** – Our data centers are SAS70/SSAE 16 compliant and complete regular 3rd party security audits.
  - **Easy setup and maintenance** – Software-as-a-Service (SaaS); hosted, branded, web-based solution requires no on-site installation or maintenance, and is rapidly deployed and configured to your specifications.
  - **Advanced data management** – Ensures opt-in phone numbers are up-to-date; national database allows opt-in across regions and facilitates interoperability.
  - **Integrates** with award winning SmartPrepare and Smart911 solutions.

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**With Rave you get more than a phone number.** You get 24-7-365 access to live technical support provided by Rave employees. Your team always has access to Rave product professionals for advice or general questions. We also provide on-going live training webinars and collaborative sessions.

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## Software Costs & Professional Fees

The following quote is based on an estimated population size of 170,000 and loading of approximately 87,000 land lines provided by Boone County. Prices are for a 5 Year Contract Term.

**Rave Alert for Public Safety**—Includes SmartPrepare Vulnerable Needs Registry, and unlimited Opt-In messaging via SMS text, email, voice calling, Twitter updates, Facebook updates, RSS, CAP, and IPAWS.

**\*Annual License Fee: \$20,000**

**One-time Setup Fee: \$ 4,000**

*\*Annual License Fee represents Charter 50 Discounting. List pricing for all proposed services is over \$40,000 per year. Discounted pricing valid until January 29, 2016.*

### Optional Modules

The following items are optional that may be purchased. These items are not required.

Item	Description & Pricing
IPAWS	Integration with the Federal IPAW system. There are no additional usage charges for using IPAWS. <b>One-time set-up is \$2,000 has been waived.</b>
Loaded Landlines	Voice calling to a loaded directory of landlines. It is assumed that the landlines are provided by the customer. If not provided by the customer, Rave can acquire the directory data and cost will be provided as a pass through. \$0.25/landline covers the unlimited usage. A one-time charge of \$2,000 will apply for the set-up and configuration of this component. <b>This fee has been waived.</b>

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
RAVE WIRELESS, INC.  
Framingham, Massachusetts

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, **Rave Wireless, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 50 Speen Street, Suite 301, Framingham, Massachusetts 01701.

**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.

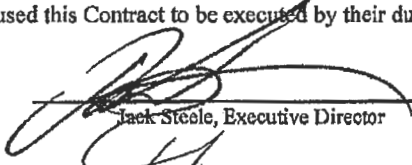
**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *IF APPLICABLE***

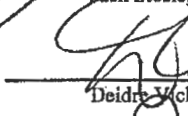
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract 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:

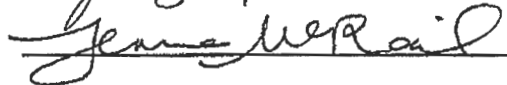
  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Deidre Wick, Director of Public Services

Date: July 2, 2014

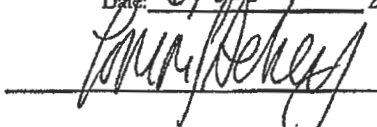
Signed for Rave Wireless, Inc.  
Framingham, Massachusetts:

  
\_\_\_\_\_

Printed Name & Title: Jenna McPhail CFO

Date: 6/20 2014

Attest for Rave Wireless, Inc.  
Framingham, Massachusetts:

  
\_\_\_\_\_

Printed Name & Title: Tom Arbey, President + CEO

Date: 6/20 2014

**Attachment "A"**

**Vendor: Rave Wireless, Inc.**

**Contract: EC07-14: 9-1-1 Equipment & Emergency Notification Software and Services**

H-GAC Product Code	Item Description	Offered Priced
HGAC-R911X-A-1002	Smart911 Annual License (1 to 50 positions)	\$4,900/position/year
HGAC-R911X-A-1003	Smart911 Annual License (51 to 99 positions)	\$3,850/position/year
HGAC-R911X-A-1004	Smart911 Annual License (100+ positions)	\$2,800/position/year
HGAC-R911X-A-1005	Smart911 SMS	\$700/position/year
HGAC-RG-A-1001A	Rave Guardian (under 20,000 FTE)	\$5,400/year
HGAC-RG-A-1001B	Rave Guardian (over 20,000 FTE)	\$9,000/year
HGAC-RE-A-1000A	Rave Eyewitness (0-5,000 people)	\$4,500/year
HGAC-RE-A-1000B	Rave Eyewitness (5,001-15,000 people)	\$5,850/year
HGAC-RE-A-1000C	Rave Eyewitness (15,001-30,000 people)	\$7,200/year
HGAC-RE-A-1000D	Rave Eyewitness (30,001-60,000 people)	\$9,000/year
HGAC-RE-A-1000E	Rave Eyewitness (60,001-100,000 people)	\$13,500/year
HGAC-RE-A-1000F	Rave Eyewitness (100,001-250,000 people)	\$18,000/year
HGAC-RE-A-1000G	Rave Eyewitness (250,000+ people)	\$22,500/year
HGAC-R911SP-A-1009A	SmartPrepare with Emergency Alerting	\$.20/total population
HGAC-R911SP-A-1009B	SmartPrepare with Emergency Alerting-Loaded Landlines	\$.25/landline
HGAC-IPAWS	IPAWS	\$2,000 one-time set up
HGAC-R911X-S-2000	Setup and Configuration of Smart911 and Smart911 SMS (if purchased). Requires license for Smart911. Price is per PSAP.	\$7,000/one-time
HGAC-RG-S-2000	Rave Guardian Setup	\$1,800/one-time
HGAC-RE-S-2000	Rave Eyewitness Setup	\$1,800/one-time
HGAC-R911SP-S-2000	SmartPrepare with Emergency Alerting Setup	\$1,800/one-time

1-21-16 Phone call with Greg Frye with RAVE

HGAC-R911SP-A-1009A  
 .20 x 170,000 = 34,000  
 Discounted to 20,000.00

4,000 is the following:  
 .25 x 87,000 = 21,500.00  
 HGAC-R911SP-A-1009B

HGAC-IPAWS \$2,000.00  
 HGAC-R911SP-S-2000 1800.00

25,200.00

Discounted to 4,000.00



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

County of Middlesex )

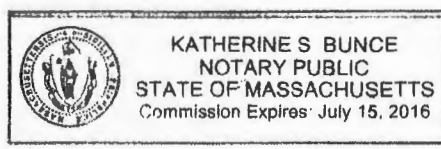
State of Massachusetts )  
                                                  )ss  
                                                  )

My name is Jenna McPhail. I am an authorized agent of Rave Wireless Inc., d/b/a Rave Mobile Safety (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.

Jenna McPhail 2/9/16  
Affiant Date  
Jenna McPhail  
Printed Name

Subscribed and sworn to before me this 9<sup>th</sup> day of February, 2016.



Katherine S Bunce  
Notary Public

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

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

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## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

## 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 Rave Wireless, 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: 184155

- NEW YORK 1 site(s)

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

Name:	<b>Katherine Bunce</b>	Fax Number:	<b>(508) 532 - 0564</b>
Telephone Number:	<b>(508) 340 - 9756</b>		
E-mail Address:	<b>kbunce@ravewireless.com</b>		
Name:	<b>Jenna Keith</b>	Fax Number:	<b>(508) 532 - 0564</b>
Telephone Number:	<b>(617) 529 - 8749</b>		
E-mail Address:	<b>jkeith@ravewireless.com</b>		

**RAVE MOBILE SAFETY  
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (together with Rave's Support and Service Level Policy and all Order Forms entered into by the Parties, the "Agreement") governs the license of all Products and acquisition and use of all Services provided by Rave Wireless, Inc. d/b/a Rave Mobile Safety ("Rave"). By executing this Agreement or any related Rave order form that incorporates this Agreement by reference therein or is otherwise attached as an exhibit hereto ("Order Form"), Client agrees to all of the terms and conditions of this Agreement as of the "Effective Date" of such Order Form specified therein with respect to the Products and Services covered under such Order Form. Each of Rave and Client shall also be referred to individually as a "Party" and collectively as the "Parties". Any other capitalized terms used in this Agreement shall have the meanings assigned to them in Section 10 hereof and throughout this Agreement.

## 1. SERVICES AND PRODUCTS

**1.1 Services.** In consideration of the Fee(s) payable by Client pursuant to the Order Form(s), Rave shall provide the Client with (i) the Rave services specified in such Order Form(s), (ii) the related technical support services specified in Rave's Support and Service Level Policy ("Support"), and (iii) the license to Rave's related proprietary application software product(s) and Documentation (collectively, "Products") set forth in Section 1.2 below. For purposes of this Agreement, the Rave services, Support and Products referred to above in (i)-(iii), together with any Professional Services specified in the Order Form(s), are collectively referred to as the "Services".

**1.2 Products License.** Subject to the terms and conditions of this Agreement, Rave hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicenseable right and license during the applicable License Term (i) to access and operate the Products, (ii) to permit Administrators to use the features and functions of the Products, and (iii) to make copies of the Documentation solely for Client's internal use by Administrators. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Products. Subject to Client's payment of the Fees and all other amounts that may be payable with respect to the Products, Rave shall, during the applicable License Term, make any such updates and upgrades available to Client if and when generally released to licensees at no additional cost (not including any software marketed by Rave as a separate product or as a module for which additional fees are charged). Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Products and shall be subject to all of the terms and conditions set forth in this Agreement. Client acknowledges that Rave and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights in and to the Products (and any and all derivative works thereof), and Rave expressly reserves all rights not expressly granted to Client hereunder.

**1.3 Product Restrictions.** Except to the extent otherwise expressly authorized by Rave under this Agreement, Client shall not, and shall not allow any third party to, copy, modify, adapt, translate, publicly display, publish, create derivative works of or distribute the Products. Client will not use the Products for any purposes beyond the scope of or otherwise not in accordance with the licenses granted in 1.2 above. Without limiting the foregoing, Client will not (i) authorize or permit use of the Products by or for persons other than Administrators; (ii) assign, sublicense, sell, lease or otherwise transfer or convey the licenses granted hereunder; (iii) modify or create any derivative works of the Products (or any component thereof); or (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Products is compiled or interpreted. Client hereby acknowledges that nothing in this Agreement shall be construed to grant Client any right to obtain or use such source code or any derivative works thereof. Client shall duplicate all proprietary notices and legends of Rave upon any and all copies of the Products authorized to be made by Client and shall not remove, alter or obscure any such proprietary notice or legend.

## 2. TERM AND TERMINATION

**2.1 License Term and Agreement Term.** The initial term of each license to a Product under this Agreement shall be set forth in the applicable Order Form ("Initial License Term"). Except as otherwise specified in such Order Form, each license will be automatically renewed on the same terms and conditions herein for successive one-year terms (each, a "Renewal License Term"), at Rave's then-current pricing, unless either Party provides written notice to the other Party of its intent not to renew such license at least ninety (90) days prior to the expiration date of the then-current License Term. As used in this Agreement, "License Term" means the entire period during which the license to a Product hereunder is in effect. The term of this Agreement shall commence on the Effective Date of the initial Order

Form entered into by the Parties hereunder and, subject to any termination of this Agreement by a Party, shall automatically expire upon the termination or expiration of all licenses granted under this Agreement ("Agreement Term").

**2.2 Termination for Breach/Bankruptcy.** Either Party may terminate this Agreement (or the license to any Product(s) hereunder) upon written notice in the event that the other Party fails to make a required payment hereunder or materially breaches this Agreement and thereafter (i) in the case of non-payment, has failed to pay such amounts within five (5) days after receiving written notice thereof; or (ii) in the case of material breach, has failed to cure the breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the other Party) within thirty (30) days after receiving written notice thereof. In addition, either Party may terminate this Agreement upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

**2.3 Effect of Termination.** Upon any termination or expiration of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information and, in the case of the Client, the Products; (ii) return to the other Party or, at the other Party's option, destroy, all originals and all copies of such other Party's Confidential Information then in its possession; and (iii) shall promptly pay all amounts due and remaining payable hereunder. Termination or expiration of this Agreement will automatically terminate all licenses granted hereunder. Without limiting the foregoing, upon any termination or expiration of the license to any Product(s) hereunder, Client's license rights in such Product(s) shall immediately terminate and Client shall immediately discontinue all use of such Products and Rave's related Confidential Information.

**2.4 Survival of Obligations.** The provisions of this Agreement that, by their nature, are intended to survive a termination or expiration of this Agreement (or the license to any Products hereunder), including without limitation Client's obligations to pay any amounts due and outstanding hereunder and the provisions of Sections 1.3, 2.3, 2.4, 4, 5, 6, 7, 8, 9 and 10 hereof, shall survive termination or expiration of this Agreement (or the license to any Product(s) hereunder).

## 3. PROFESSIONAL SERVICES

Any Professional Services to be provided by Rave to Client shall be provided in accordance with the specific terms and conditions of the relevant Order Form covering such Professional Services (and any Statement of Work attached thereto as an exhibit or otherwise incorporated by reference therein, "SOW"), including, but not limited to, the fees payable by Client to Rave thereunder.

## 4. FEES AND PAYMENTS

The license fees payable by Client for each Product and the fees payable for any related Professional Services are set forth in the applicable Order Form covering such Product(s) and/or Professional Services, as the case may be (collectively, "Fees"). All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Client will be responsible for payment of all such taxes (other than taxes based on Rave's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of any Fees, the grant of license rights or the delivery of Services under the Agreement. Client must notify Rave, or its designee, in writing of any dispute or disagreement with invoiced charges within ten (10) days after the date of invoice. Absent such notice, Client shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period. Rave reserves the right to charge, and Client agrees to pay, a late charge equal to the greater of one and

one-half percent (1½%) or the highest rate permitted by law, per month, on any amount that is not the subject of a reasonable, good faith dispute that is unpaid on the due date, and on any other outstanding balance.

## 5. CLIENT OBLIGATIONS

**5.1 Client Operation.** Client acknowledges and agrees (i) that Client is responsible for certain aspects of the operation of the Products, as set forth in the Documentation, including the related training and supervision of Administrators, and (ii) that in no event shall Rave have any liability relating to Client's or any Administrators' failure to operate the Products in accordance with the Documentation.

**5.2 Client Compliance.** Client shall use the Services in compliance with all applicable laws, statutes, regulations, ordinances, rules or other requirements promulgated by governing authorities or otherwise imposed by Third Party Service Providers having jurisdiction over the Parties or the operation or use of the Services, including without limitation any contract provisions prohibiting Client from utilizing the Services to deliver to any Third Party Service Provider for transmission or dissemination material that violates any content restrictions set forth therein. In any event, Client shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations; (ii) use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out in a lawful manner; (iii) send messages to individuals who have opted out of receiving messages from Client; or (iv) use the Services or Rave systems to introduce malicious programs into the Products, Rave's systems, or the Third Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data. Under no circumstances shall Client be authorized to make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement. Client shall be responsible for the compliance by all Designated Institutions and their respective Administrators with all of the terms and conditions of this Agreement.

**5.3 Client Content.** If Client provides or otherwise makes available any information or any other data collected by Client or a third party regarding End Users to Rave or any Third Party Service Provider or Emergency Service Provider in connection with the operation or use of the Services (collectively, the "Client Content"), Client represents and warrants that Client has any and all legal rights in and to such Client Content, in order to use and disclose, and permit use and disclosure of, the Client Content in connection with the operation and use of the Services as contemplated by the Documentation or this Agreement.

## 6. LIMITED WARRANTY AND LIMITATIONS

**6.1 Limited Warranty.** THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RAVE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, RELATING TO THE SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY RAVE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Rave does not warrant that the Services or Products will meet Client's or any Designated Institution's requirements, that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. Without limiting the foregoing, the Client acknowledges and agrees that (i) Rave cannot guarantee the performance of any Third Party Service Provider or Emergency Service Provider and that neither Party may make any claims or guarantees on behalf of Third Party Service Providers or Emergency Service Providers regarding any matters, (ii) delivery of any

messages or any information regarding End Users in connection with the operation or use of the Services is not guaranteed and neither Rave nor any Third Party Service Provider or Emergency Service Provider shall be responsible for any failure of delivery, and (iii) Rave shall not be responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers or Emergency Service Providers. Client acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

**6.2 Limitation of Liability.** IN NO EVENT SHALL RAVE OR ANY RAVE REPRESENTATIVE BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF RAVE OR SUCH RAVE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. Notwithstanding anything herein to the contrary, the cumulative liability of Rave to Client and/or the operation or use of the Services and Products shall not exceed the total amount of all Fees paid to Rave by Client hereunder during the twelve (12)-month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort, negligence, strict liability or otherwise. The existence of multiple claims will not enlarge this limit. The warranty disclaimers and exclusions and limitations of liability in this Section 6 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and form an essential basis of the bargain between the Parties. Absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

## 7. CONFIDENTIALITY

**7.1 Mutual Confidentiality Obligations.** Each Party agrees: (i) to use the Confidential Information of the other Party only for the purposes of this Agreement; (ii) to hold in confidence and protect the Confidential Information of the other Party from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information of the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing or are otherwise required to treat such information as confidential; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

**7.2 Confidentiality Exceptions.** The foregoing restrictions shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; (vi) is approved for release or disclosure by the disclosing Party without restriction; or (vii) is required to be publicly disclosed by the recipient pursuant to applicable freedom of information laws. Each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure shall first have given written notice to the other Party (if permitted) and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make court filings.

**7.3 Disclosure of Information about End Users.** Rave shall not rent, trade or sell information regarding End Users (including, but not limited to, any Client Content) to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Rave may disclose any such information to Third Party Service Providers

and Emergency Service Providers in connection with the operation and use of the Services or as necessary to comply with applicable laws and governmental orders and (ii) under no circumstances shall Rave or any Rave Representative be liable for the failure of Client or any third party (including, but not limited to, any Designated Institution, Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

#### **8. INDEMNIFICATION**

Except as otherwise provided below, Rave shall defend or, at its option, settle any claim, cause of action, suit, proceeding or other action brought by a third party (not including any non-practicing entity) against Client directly and to the extent arising out of an allegation by such third party that any use of or access to a Product by Client as expressly authorized under this Agreement infringes any U.S. patent issued to such third party as of the commencement of the Agreement Term (each, a "Claim"), and Rave shall indemnify and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any such Claim finally awarded to such third party by a court of competent jurisdiction after all appeals have been exhausted or at the time of a final settlement of such Claim by Rave (collectively, "Losses"), provided that Client gives Rave (i) prompt written notice of such Claim; (ii) sole authority to control and direct the defense and/or settlement of such Claim; and (iii) such information and assistance as Rave may reasonably request, at Rave's expense, in connection with such defense and/or settlement. Upon the occurrence of any Claim for which indemnity by Rave is or may be due under this Section 8, or in the event that Rave believes that such a Claim is likely, Rave may, at its option (I) modify the relevant Product so that it becomes non-infringing, or substitute functionally equivalent software or services; (II) obtain a license to the applicable third-party intellectual property rights; or (III) terminate this Agreement (or the license to such Product hereunder) on written notice to Client and refund to Client any unused license fees under the then-current License Term. Rave shall not be liable for any costs or expenses incurred by or on behalf of Client in connection with any Claim for which indemnity by Rave is or may be due under this Section 8 without the prior written consent of an authorized officer of Rave. Rave's indemnity obligations set forth in this Section 8 shall constitute Rave's entire liability and Client's sole remedy for any actual or alleged intellectual property infringement claim with respect to the Services or Products. Notwithstanding anything herein to the contrary, Rave shall have no obligation or liability for any intellectual property infringement claim and any related losses, costs, expenses, damages and liabilities whatsoever to the extent arising from (a) the combination, operation, or use of the Product with products, services, information, materials, technologies, business methods or processes not furnished by Rave or otherwise expressly contemplated by the Documentation; (b) modifications to the Product, which modifications are not made by Rave or any party expressly authorized by Rave in writing; (c) use of the Product except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by Rave in writing; (d) failure of Client to implement any updates and upgrades provided by Rave that would make the Product non-infringing; and/or (e) any intellectual property provided or otherwise made accessible to Rave by Client or any of its Affiliates.

#### **9. MISCELLANEOUS**

**9.1 Applicable Law/Dispute Resolution.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of Missouri without giving effect to its rules regarding conflicts of laws, and subject to the alternative dispute resolution provision set forth below or otherwise in connection with any action for injunctive or other equitable relief arising from the breach by the other Party of any license, usage or confidentiality obligations hereunder, each Party irrevocably submits to the jurisdiction of the Federal courts located within the State of Missouri in connection with any and all causes of action between the Parties arising from or in relation to this Agreement. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**9.2 Services Outside the US.** If Client is interested in purchasing Services for delivery outside of the United States, Client acknowledges and agrees that, in addition to any restrictions that may be imposed on Client by any Third Party Service Provider, any such territory outside the United States may impose its own restrictions resulting from applicable law, telecommunication or internet infrastructure limitations, telecommunication

or internet service provider policies, or communication device customizations that inhibit or prevent the delivery of SMS, text or other messaging, or restrict the ability to place or receive certain calls (e.g., outbound toll-free calls). Such restrictions may impede certain aspects of the Services. Rave shall not be responsible for any such impediments or any unavailability of the Services as a result thereof.

**9.3 Force Majeure.** Rave shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war or any other military action, acts of local, state or national governments or public agencies, insurrection or riot or other causes beyond the reasonable control of Rave.

**9.4 Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or by nationally recognized overnight courier service, to the Parties to the Agreement and addressed, if to Client, as set forth in the Order Form, or if to Rave, as follows:

**Rave Wireless, Inc.  
50 Speen Street, Suite 301  
Framingham, MA 01701  
Attention: Chief Executive Officer**

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient and sends a duplicate of such notice by the means specified herein. Such notices shall be effective on the date indicated in such confirmation.

**9.5 Assignment.** Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect; provided, however, that either Party, upon written notification to the other Party, may assign this Agreement in connection with any merger, consolidation, corporate restructuring, sale of any substantial portion of its assets, or any transaction in which more than fifty percent (50%) of its voting securities are transferred, unless any such successor or assignee of Client is a competitor of Rave, in which case Client must obtain Rave's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Rave and Client and their respective permitted successors and assigns.

**9.6 Independent Contractors.** Client and Rave acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

**9.7 Amendment/Waiver.** No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of the Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

**9.8 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.

**9.9 Export Controls.** Client will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

**9.10 No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of

the Parties and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**9.11 U.S. Government Licensees.** Each of the components that constitute each Product is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government licensees acquire the Product with only those rights set forth herein.

**9.12 Immunity.** If applicable and to the extent not prohibited or otherwise authorized by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including, but not limited to, governmental or other immunity, indemnification or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

**9.13 Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

**9.14 Signatures.** This Agreement may be executed in the signature block below (if applicable) in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement. This Agreement may be executed by facsimile or electronic signature. Notwithstanding the foregoing, this Agreement will be deemed to be executed upon the execution by the Parties of any Order Form incorporating this Agreement by reference therein.

**9.15 Entire Agreement.** This Master License and Services Agreement, together with the SLP and all Order Forms (and SOWs, if applicable) entered into by the Parties, sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event a conflict arises between this Master License and Services Agreement and the provisions of any other document comprising part of this Agreement, this Master License and Services Agreement will govern unless the other document expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

## 10. DEFINITIONS

**10.1 "Administrators"** mean personnel of Client and Designated Institutions authorized by Client to access the Products on behalf and for the benefit of Client and such Designated Institutions, respectively.

**10.2 "Affiliate"** means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

**10.3 "Client"** means the client specifically identified on the Order Form(s) or in the signature block of this Agreement (if applicable).

**10.4 "Confidential Information"** means the terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personally identifiable information regarding End Users and all other information that either Party treats as proprietary or confidential.

**10.5 "Control"** and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

**10.6 "Designated Institution"** means any Affiliate and/or any other institution, organization, entity and person for whose benefit Client is licensing one or more Products hereunder as specified in the relevant Order Form.

**10.7 "Documentation"** means Rave's then-current standard product and user guides and/or related documentation generally made available to

licensees of Products, as such Documentation may be modified by Rave, in its sole discretion, from time to time.

**10.8 "End Users"** means individuals associated with Client and/or any Designated Institution who register with Rave or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services and individuals who independently register with Rave to establish a safety profile or are otherwise eligible to receive or utilize the benefit of the Services. During the Agreement Term, Client may be responsible for notifying Designated Institutions and End Users that they are each subject to Rave's applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).

**10.9 "Privacy Policy"** means Rave's Privacy Policy, as such Privacy Policy may be amended by Rave, in its sole discretion, from time to time.

**10.10 "Professional Services"** means the separate support offerings for Client that are not included as part of the Support, but are provided by Rave at an additional cost as specified in the applicable Order Form(s), including, but not limited to, those related to the set-up, integration and training for each Product.

**10.11 "Rave Representatives"** means Rave and its Affiliates and each of their respective directors, officers, employees, contractors and other representatives.

**10.12 "Support and Service Level Policy" or "SLP"** means the Support and Service Level Policy for the Products set forth in Appendix 1 hereto.

**10.13 "Terms of Use"** means Rave's separate Terms of Use for Designated Institutions and for End Users, as such Terms of Use may be amended by Rave, in its sole discretion, from time to time.

**10.14 "Third Party Service Provider"** means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by End Users or a licensor or other third party from whom Rave has received sublicensing rights in connection with the operation or use of the Products, as the case may be.

*[Remainder of Page Intentionally Left Blank.]*



**APPENDIX 1**  
**(TO RAVE MOBILE SAFETY MASTER LICENSE AND SERVICES AGREEMENT)**

**SUPPORT AND SERVICE LEVEL POLICY (“SLP”)**

**Purpose**

This SLP sets forth Rave’s undertakings with respect to providing customer support to the Client and the service levels associated with the Services provided to Client during the Term of the Agreement.

**1. Service Reliability.** Rave shall provide an uptime of 99% for the Services, subject to scheduled updates and maintenance and to any downtime caused by the Client or by Third Party Service Providers. For unplanned downtime (an “Event”), Rave will assign a trouble severity code based on Rave’s assessment of the Event at the point of trouble identification. Rave will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	“ <b>Sev 1 Error</b> ” means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Services	20 min.	30 min.
Sev 2	“ <b>Sev 2 Error</b> ” means a non-catastrophic Event causing a significant component of the Services to fail or to perform materially different than expected, creating significant inconvenience to the Client	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	2 hour
Sev 3	“ <b>Sev 3 Error</b> ” means an Event that: (a) has minimal current impact on the Client, and (b) causes a malfunction of a non-essential Product feature.	For Events reported during normal business hours, 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

**2. Points of Contact and Escalations.** If Client experiences an Event, Client may contact Rave’s customer support hotline at 888-605-7163 available 24X7X365 or by e-mail at [techsupport@ravewireless.com](mailto:techsupport@ravewireless.com).

- Non-Sev 1 Events are submitted via email at [techsupport@ravewireless.com](mailto:techsupport@ravewireless.com).
- For Sev 1 Events, Rave will provide continual support until the Event is resolved.

Client and Rave will exchange ticket numbers for tracking an Event beginning with the initial report of trouble. Client may be required to interface with any third party hardware and software vendors, carriers or other service providers.

Client Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
1 <sup>st</sup> Point of Contact				
1 <sup>st</sup> Escalation				
2 <sup>nd</sup> Escalation				

**3. Carrier and Other Service Provider Related Service Guarantees.** Rave does not provide any service levels or support with respect to any carrier or other Third Party Service Provider. Rave's sole responsibility with respect to carriers and other Third Party Service Providers will be to make commercially reasonable efforts to ensure availability of such third party's services.

**4. Change Control Management/Update Management.**

- A. **Product Modifications by Rave:** Rave may modify Products from time to time to install bug fixes and required updates (as deemed appropriate by Rave).
- B. **Implementation of Updates/Maintenance:** Rave will ensure that any planned maintenance and update events within the Products will be executed in a professional manner. Proper execution includes advance notification to Client by Rave.
- C. **Service Interruptions and Advanced Notification Requirements:** Rave will provide Client with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on Services.

Unless otherwise arranged, Rave will perform planned service interruptions within a maintenance window from Monday to Sunday between the hours of 05:00 AM to 07:00 AM Eastern Standard Time.

Rave shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Client. "Emergency" shall mean that Rave has become aware of a problem that, if an immediate remedy is not implemented, will prevent Rave from continuing to support and provide the elements and aspects of the Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether Rave has achieved its service uptime goal.

**5. Availability.**

Rave will have no liability for unavailability of any Services caused, in whole or in part, by Client's use of the Services other than in accordance with the terms and conditions of the Agreement or the Documentation, by any Designated Institution's operation or End User's use of the Services other than in accordance with Rave's applicable then-current Terms of Use, or for any causes beyond the reasonable control of Rave or that are not reasonably foreseeable to Rave, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, the failure or unavailability of any services provided by Third Party Service Providers or Emergency Service Providers, or any inaccuracy or insufficiency in any information regarding End Users.

*[Remainder of Page Intentionally Left Blank.]*

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

**RAVE MOBILE SAFETY**

by *Jennings McPhail*  
title *CFO*

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

by: *R. Brewer*  
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 the contract do not create in a measurable county obligation at this time.)

*June Pitchford* by *js* *03/22/2016* *2702-7100*  
Signature Date Appropriation Account

**EXHIBIT A**  
**ADDITIONAL TERMS AND CONDITIONS**

1. **Billing and Payment** – All billing shall be invoiced as required on the Purchase Order to the respective office and billings may only include the prices listed in the Vendor’s quote response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor’s quote response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its quote 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 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.
  
2. **Termination** – This Agreement may be terminated by the County upon thirty (30) 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.
  
  - d. Termination for Convenience: Either Vendor or County may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other per Article 16 of the HGAC Agreement.
  
3. 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.



**LICENSE & SERVICES ORDER FORM ("ORDER FORM")**

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**CLIENT INFORMATION:**

CLIENT NAME ("CLIENT"):	Boone County, MO
ADDRESS:	801 E Walnut Rm #333
	Columbia, MO 65201-7732
CONTACT NAME/TITLE:	Melinda Bobbitt / Director of Purchasing
PHONE:	(573) 886-4391
EMAIL:	mbobbitt@boonecountymo.org

INITIAL LICENSE TERM:	February 29, 2016 through February 28, 2021
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**FEES INFORMATION:**

**ANNUAL LICENSE FEES:**

Product Description	Unit	Qty	Annual License Fee
SmartPrepare with Alert	Population	170,000.00	\$20,000.00

Annual License Fee(s):	\$20,000.00
------------------------	-------------

**PROFESSIONAL SERVICES FEES:**

One-Time Service Description	One-Time Fee
IPAWS	\$0.00
SmartPrepare with Alert One-Time Setup	\$4,000.00
SmartPrepare with Alert - Loaded Landlines	\$0.00

Total Set-Up Fee(s):	\$4,000.00
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**TOTAL FEES:**

	# of Years	Cost Per year	Total Contract
Annual Fees:	5	\$20,000.00	\$100,000.00
One-Time Fees (Set Up & Integration):			\$4,000.00
Total Fees			\$104,000.00

Fees Payable Net 30:	\$24,000.00
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**STANDARD CONDITIONS:**

- Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
- Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the standard terms and conditions of the Rave Mobile Safety Master License and Services Agreement which is expressly incorporated by reference in this Order Form as attached hereto. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form. Client's offer to license the Products becomes a binding commitment upon signing of this Order Form by both Parties. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.



3. **Fees Payable.** Client shall pay to Rave, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave invoice. Rave reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 5% annually) following the Initial License Term or any Renewal License Term, as the case may be.
4. **Rave Alert.** Unlimited Text/SMS, Email, RSS for messages sent through Rave Management Console. Unlimited SMTP messages. If applicable, alert messages may be sent via optional components including the Rave Alert Peer-to-Peer Groups, the Rave Alert API Toolkit, and the Rave Alert Blackboard Building Block License. For Rave Alert optional components, the message delivery default is SMTP. If the product SMTP defaults are overridden and changed to SMPP/SMS delivery method, the Client may be subject to additional charges. If applicable, these additional per message fees (\$0.03 per SMPP message) are billed quarterly in arrears.
5. **Rave Voice (if applicable).** Unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.
6. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to Rave.
7. **Services.** Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If Client makes infrastructure or other changes (including, but not limited to, changes in its location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.
8. HGACBUY Contract # EC07-14

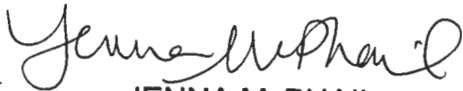
**SPECIAL CONDITIONS:**

Client to provide Rave the Landlines to be loaded.

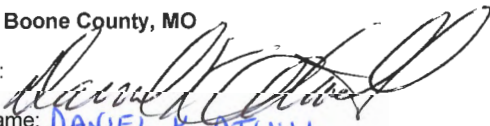
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**AGREED AND ACCEPTED:**

**RAVE WIRELESS, INC. d/b/a Rave Mobile Safety**

Signature:   
Printed Name: **JENNA McPHAIL**  
Title: **CHIEF FINANCIAL OFFICER**  
Date: **2/9/16**

**CLIENT: Boone County, MO**

Signature:   
Printed Name: **DANIEL K. ATWILL**  
Title: **PRESIDING COMMISSIONER**  
Date: **3-22-16**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the 22nd day of March 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 City of Independence, MO Cooperative Contract 139-15, Emergency Vehicle Equipment, to purchase light bars from 911 Custom LLC of Olathe Park, KS.

This is a Term & Supply Cooperative Contract and the terms of the 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 22nd day of March, 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

Absent  
Janet M. Thompson  
District II Commissioner

142-2016

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: March 11, 2016  
RE: Cooperative Contract: 139-15 – Emergency Vehicle Equipment

The Sheriff Department requests permission to utilize the City of Independence, Missouri cooperative term and supply contract *139-15 – Emergency Vehicle Equipment* to purchase light bars from 911 Custom LLC of Olathe Park, Kansas.

This is a Term and Supply contract. Invoices will be paid from department 2901 – Sheriff Operations – LE Sales Tax, accounts 91300 – Machinery & Equipment and 92300 – Replacement Machinery & Equipment.

cc: Gary German, Leasa Quick, Sheriff  
Contract File



**PURCHASE AGREEMENT FOR  
EMERGENCY VEHICLE EQUIPMENT  
(Light Bars)**

**THIS AGREEMENT** dated the 22<sup>nd</sup> day of March, 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **911 Custom LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Emergency Vehicle Equipment**, in compliance with all bid specifications and any addendum issued for the City of Independence, Missouri Contract **139-15** as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with 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 the City of Independence, Missouri Contract **139-15** 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, **Emergency Vehicle Equipment** as identified and responded to in the Contractor's Bid Response and in the attached City of Independence contract. Equipment will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Independence contract, as needed and as ordered by the County. Discount structure shall be as follows:

Manufacturer:

Whelen	41%
Rhino	10%
Havis	31%
Pro-Guard	31%
Soundoff Signal	5%
Setina	31%
Big Sky	10%

3. **Contract Duration** - This agreement shall commence on **date of contract written above** and extend through **November 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter 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 after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver the Equipment per the bid specifications. All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.
5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices or discount structure listed in the Vendor's bid response. Invoices must show both the list price and the discounted price. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor 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 is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. **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.

911 CUSTOM LLC

by [Signature]  
title General Manager

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by: [Signature]  
County Counselor

ATTEST:

[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.)

[Signature] by jj Date 03/11/2016 2901 / 91300 / 92300 Term and Supply  
Signature Date Appropriation Account

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

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



**CITY OF INDEPENDENCE, MISSOURI  
NOTICE OF AWARD  
EMERGENCY VEHICLE EQUIPMENT 139-15**

**Date:** December 11, 2015

**Phone:** 913-390-8540

**Vendor:** 113137  
911 Custom LLC  
6970 W 152<sup>nd</sup> Terrace  
Overland Park, KS 66223

**Fax No.** 913-390-8543  
**E-Mail:** [sales@911custom.com](mailto:sales@911custom.com)  
**Contact:** Kevin Beck  
**Title:** General Manager

**Price Agreement Period:** 12/08/2015 — 11/30/2016

**Renewal Options:** Four, one-year options remain.

**Status of Certificates:** *Please remember to keep your certificates current*

**Insurance** N/A

**Occupation License** N/A

**Special Conditions:**

The City of Independence, Missouri, does hereby accept your bid dated October 23, 2015, to furnish the materials, equipment or services as specified herein.

1. This price agreement contains a Cooperative Clause, which allows use by other governmental agencies.

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**Tom Conrow, Procurement Specialist, (816) 325-7092**

2015.12.11 14:18:59  
-06'00'

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**Russell M. Pankey, Purchasing Manager  
Purchasing Division, Finance Department**

**Using Departments:** Police  
Cooperative  
File



**CITY OF INDEPENDENCE, MISSOURI  
NOTICE OF AWARD  
EMERGENCY VEHICLE EQUIPMENT 139-15**

**1.1 - Discount on Whelen**

Brand	Whelen	Unit Price	Qty.	Total	Notes:
Reference #		\$41.00	1	\$41.00	41%OFF CURRENT PRICING GUIDE

**1.2 - Discount on Rhino**

Brand	Rhino	Unit Price	Qty.	Total	Notes:
Reference #		\$10.00	1	\$10.00	10% OFF CURRENT PRICING GUIDE

**1.3 - Discount on Havis**

Brand	Havis	Unit Price	Qty.	Total	Notes:
Reference #		\$31.00	1	\$31.00	31% OFF CURRENT PRICING GUIDE

**1.4 - Discount on Pro-Guard**

Brand	Pro-Guard	Unit Price	Qty.	Total	Notes:
Reference #		\$31.00	1	\$31.00	31% OFF CURRENT PRICING GUIDE

**1.5 - Discount on Soundoff Signal**

Brand	Soundoff Signal	Unit Price	Qty.	Total	Notes:
Reference #		\$5.00	1	\$5.00	5% OFF CURRENT PRICING GUIDE

**1.6 - Discount on Setina**

Brand	Setina	Unit Price	Qty.	Total	Notes:
Reference #		\$31.00	1	\$31.00	31% OFF CURRENT PRICING GUIDE

**1.7 - Discount on Big Sky**

Brand	Big Sky	Unit Price	Qty.	Total	Notes:
Reference #		\$10.00	1	\$10.00	10% OFF CURRENT PRICING GUIDE

**1.8 - Renewal option year 2, enter "1" for yes or "2" for no**

Brand	NA	Unit Price	Qty.	Total
Reference #		\$1.00	1	\$1.00

**1.9 - Renewal option year 3, enter "1" for yes or "2" for no**

Brand	NA	Unit Price	Qty.	Total
Reference #		\$1.00	1	\$1.00

**1.1 - Renewal option year 4, enter "1" for yes or "2" for no**

Brand	NA	Unit Price	Qty.	Total
Reference #		\$1.00	1	\$1.00

**1.11 - Renewal option year 5, enter "1" for yes or "2" for no**

Brand	NA	Unit Price	Qty.	Total
Reference #		\$1.00	1	\$1.00



# INVITATION TO BID

CITY OF INDEPENDENCE, MISSOURI  
PURCHASING DIVISION  
111 E. MAPLE, PO BOX 1019  
INDEPENDENCE, MO 64051-0519  
(816) 325-7087

## EMERGENCY VEHICLE EQUIPMENT

Date: October 7, 2015

Bid: 139-15

Response Deadline Date and Time: **October 28, 2015 at 2:00 p.m., Local Time**

Please submit all questions regarding this Invitation to Bid online via  
[www.publicpurchase.com](http://www.publicpurchase.com).

The only authorized source for bid forms, addenda, and information regarding this bid is [www.publicpurchase.com](http://www.publicpurchase.com). Using bid forms, addenda, and bid information not obtained from [www.publicpurchase.com](http://www.publicpurchase.com) creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via [www.publicpurchase.com](http://www.publicpurchase.com). Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Opening will be held at the date and time indicated above in the Purchasing Division Office, Second Floor, City Hall.

### ***(ATTENTION BIDDER – COMPLETE AND RETURN WITH BID)***

Bidder's Name: _____ (Please print or type company name)	Phone No.: _____		
E-Mail Address: _____	FAX No.: _____		
Address _____	City _____	State _____	Zip _____
By: _____ (Name of Authorized Agent)	Title: _____		
Signature: _____	Date: _____		
<input type="checkbox"/> Bidder <b>makes firm offer</b> and is not revocable within ninety (90) days after response deadline.			
<input type="checkbox"/> Bidder <b>does not make an offer</b> in response to this invitation. Why did you not bid? _____			

NOTE: ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

Follow us on Twitter @IndepPurchasing

## **General Terms and Conditions** **Material, Equipment and Supplies**

### **1. SCOPE**

The general terms and conditions described herein apply to all transactions on material, equipment, or supplies. By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of the Agreement. These terms and conditions shall prevail unless otherwise modified by the City within this bid document.

### **2. FIRM PRICES**

The bidder warrants that prices quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order, contract or price agreement.

### **3. ESTIMATED QUANTITIES**

Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

### **4. SPECIFIC QUANTITIES**

When quantities are specifically stated, acceptance will bind the City to order and pay for, at the contract prices; all such supplies or services delivered that meet the specifications and conditions of the contract.

### **5. DELIVERY**

If applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid form.

### **6. FREIGHT TERMS**

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), Bill Receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City uses Big Dog Logistics. Call 713-292-1445 for routing and freight billing instructions. Freight shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

### **7. PACKAGING**

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price unless stated otherwise in the bid document.

### **8. BRAND NAMES**

Whenever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the bid document or upon request of the City. If samples should be requested, the City must receive such samples no later than the time specified in the formal, written request.

### **9. INSPECTION AND ACCEPTANCE**

No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Purchasing Manager's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.



**10. MATERIAL SAFETY DATA SHEET (MSDS)**

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised the vendor is required to provide new information relevant to the specific material.

**11. GENERAL GUARANTY AND WARRANTY**

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

**12. PATENTS**

The Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

**13. INVOICES**

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: Contract number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Accounts Payable in the Finance Department. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

**14. TERMS OF PAYMENT**

Unless otherwise noted, the City's payment terms are NET thirty (30) days from receipt of invoice.

**15. TAX EXEMPT**

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

**16. EXPENSES**

The City shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed to in writing.

**17. PAYROLL TAXES**

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the Contractor or for the employees of the Contractor. The Contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this Agreement. The Contractor shall be responsible to pay all taxes, as mandated by law.

**18. FRINGE BENEFITS**

Since the Contractor is not an employee of the City's business, the Contractor is not eligible for and shall not participate in any employer benefit of the City, including pension, health or other fringe benefits.

**19. TERM OF AGREEMENT**

If applicable, the term of the Agreement shall be specified in the bid document. Renewal options, if any, will also be specified in the bid document.

**20. RENEWAL OPTIONS**

If specified in the original bid document, the City may exercise its option to renew the Contract/Agreement. The City will provide the Contractor with a written renewal notice sixty (60) days prior to the expiration date of the Contract period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

**21. TERMINATION**

City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Contractor. City shall pay Contractor for all the services performed till the date of the termination by the City or suspension expenses.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of the Agreement.

## **22. NOTICES**

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the duly authorized representative or by certified mail, return receipt requested, to the Contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be sent to the attention of the Purchasing Manager, 111 E. Maple, PO Box 1019, Independence, MO 64051-0519.

## **23. ASSIGNMENT OF CONTRACT**

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

## **24. SUBCONTRACTS**

The Contractor shall not execute an Agreement with any subcontractor to perform any work without the written approval of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the Conditions shall create any contractual relationship between any subcontractor and the Owner.

## **25. CHANGES**

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or formal amendment which shall be in writing and signed by both parties.

## **26. GENERAL INDEMNIFICATION**

Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Article.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees.

## **27. WORKER'S COMPENSATION**

The City shall not obtain worker's compensation insurance on behalf of the Contractor or the employees of the Contractor. The Contractor shall comply with the worker's compensation law concerning its business and its employees.

## **28. INSURANCE**

Unless otherwise stated in the specifications, the Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

### **Informal Purchases (less than \$25,000)**

- (1) General Liability Insurance, with a \$500,000 combined single limit.

### **Formal Purchases (\$25,000 and over)**

- (1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 Combined Single Limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The Supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Supplier.

### **29. AVAILABILITY OF FUNDING**

Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The City may cancel any Agreement, Contract, or Purchase Order immediately, by giving written notice to the Contractor, in the case of a reduction or elimination of funds or funding for any project, commodity or service.

### **30. NO AUTHORITY TO BIND CITY**

The Contractor has no authority to enter into contracts on behalf of the City. This Agreement does not create a partnership between the parties.

### **31. NON-WAIVER**

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

### **32. COMPLIANCE WITH LAWS**

The Contractor represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

### **33. FORCE MAJEURE**

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

### **34. AUDIT**

The City shall have the right to audit this Contract and all books, documents and records relating thereto. Contractor shall maintain all its books, documents and records relating to this Contract during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to the City within ten (10) days of receipt of the written request.

### **35. CHOICE OF LAW**

This AGREEMENT shall be governed by the laws of the State of Missouri. The CITY and the CONTRACTOR agree that the performance of this Agreement will be deemed to have occurred in the State of Missouri and that CONTRACTOR's performance under this Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the CONTRACTOR submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

### **36. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

### **37. ENTIRE AGREEMENT**

The bid document, including these Terms and Conditions, Contractor's response and purchase order shall constitute the entire Agreement. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the Contractor's response. This Agreement may be supplemented, amended or revised only by a written modification that is signed by each party.

# Instructions to Bidders

The instructions described herein shall apply to all purchases of materials, equipment and supplies. These instructions shall prevail unless otherwise modified by the City within the bid document.

Bidders may view and download bid documents from [www.publicpurchase.com](http://www.publicpurchase.com), via the City's website, [www.indepmo.org](http://www.indepmo.org). Click *Business on the Home Page*, the *Business icon on the next page*, and *View Bid Opportunities*. Bidders using a bid form not obtained [www.publicpurchase.com](http://www.publicpurchase.com) risk not receiving necessary addenda, possibly eliminating their bids from consideration.

Questions regarding the bid process should be submitted via [www.publicpurchase.com](http://www.publicpurchase.com). The City will respond to questions via [www.publicpurchase.com](http://www.publicpurchase.com), thus providing all questions and answers to all prospective bidders.

## **1. DEFINITIONS**

- A. The term "City" means the City of Independence, MO.
- B. The term "Contractor" means the person or organization that receives the award in the bid process.
- C. The term "Invitation to Bid" means a solicitation of sealed bids. The acronym "ITB" means Invitation to Bid.
- D. The term "bid document" means the ITB.
- E. The term "bidder" or "offeror" means the person or organization responding to an ITB with a sealed bid.
- F. The term "bid" means the price submitted by the bidder in response to an ITB.

## **2. PREPARATION OF BIDS**

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the bid document. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required by the bid document. The bidder shall complete all sections requiring information or a signature. The person signing the offer must initial erasures or other changes. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document.
- C. Unit price for each unit bid shall be shown and such price shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- D. Bidders are to prepare their bids for City projects without including sales tax.
- E. Alternate bids for supplies or services other than those specified will not be considered, unless authorized by the invitation.
- F. Bidder must state a definite time for delivery of supplies or services, unless otherwise specified in the invitation.
- G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- H. If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- I. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- J. Prices quoted are to be firm and final.
- K. In submitting bids, Bidder agrees that the City shall have ninety (90) days in which to accept or reject any of the bids submitted, unless otherwise specified on the bid page.
- L. Bidders shall submit one (1) electronic copy of the bid, via [www.publicpurchase.com](http://www.publicpurchase.com).
- M. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

## **3. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT**

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is also the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than one thousand dollars (\$1,000).
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.
- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than ten percent (10 percent).
- E. In order to qualify for the preference, it must be clearly stated on the pricing sheet whether the materials quoted were manufactured, assembled or produced in the United States of America. If multiple items are listed in the bid request, it must be clearly stated on the pricing sheet which items were manufactured, assembled or produced in the United States of America.

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this agreement/contract or purchase order, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not to be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted agreements/contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions of noncompliance;

provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**5. CONFLICT OF INTEREST AND DEBARMENT**

By submission of its response, the Contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Purchasing Manager is financially interested in what the Bidder is offering to sell to the City pursuant to this invitation, nor is the Bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder;
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
- C. The authorized signer of the bid document certifies that the Contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

**6. SUBMISSION OF BIDS**

- A. Bids and any modification thereof (addendum) shall be submitted electronically, via [www.publicpurchase.com](http://www.publicpurchase.com).
- B. Telephonic or faxed bids will not be considered, unless authorized by the invitation.
- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
- D. Bids will be opened electronically at the date and time indicated on the Cover Page. After opening, no pricing information will be provided until, in the case of an informal bid (up to \$25,000), the five-day protest period has passed, or, in the case of a formal bid (over \$25,000), a Notice of Intent to Award has been posted on the City's website/[www.publicpurchase.com](http://www.publicpurchase.com). Following either of the above scenarios, the bid tabulation will be posted at [www.publicpurchase.com](http://www.publicpurchase.com).

**7. MODIFICATION OR WITHDRAWAL OF BIDS**

Modification or withdrawal of bids will be via [publicpurchase.com](http://publicpurchase.com). Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response.

The City reserves the right to officially modify or cancel a bid after issuance. Such modifications will be made only by written addendum. Bidders must sign the addendum and submit the document as part of the bid via [www.publicpurchase.com](http://www.publicpurchase.com). This must be completed prior to the stated time of the bid opening.

**8. LATE BIDS**

It is the responsibility of the bidder to submit the bid on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

**9. QUALIFICATIONS OF BIDDERS**

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the bid document.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment or supplies promptly or within the time specified, without delay or interference;
- C. The quality of performance in previous contracts;

- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities; and
- F. The ability of the bidder to provide future maintenance and service.

**10. AWARD**

Award will be made to the lowest responsible bidder who submits the bid most advantageous to the City. The City reserves the right to accept or reject any or all bids or part of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City also reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

**11. RIGHT OF PROTEST**

The Purchasing Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$25,000 or less within five (5) business days of a bid opening. For purchases over \$25,000, a Notice of Intent to Award will be posted on the Internet at [www.publicpurchase.com](http://www.publicpurchase.com). Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City, nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Purchasing Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

**EMERGENCY VEHICLE EQUIPMENT  
INVITATION TO BID 139-15**

The City of Independence, Missouri, is seeking qualified vendors to supply emergency vehicle equipment, including all parts and necessary supplies for installation. Equipment to include, but not limited to cage equipment, lightbars, lighting and related emergency vehicle equipment typically used in a Police environment. Vendors shall quote a discount percentage off the manufacturer product catalog. The City intends to issue a price agreement for a one-year period, with options for four additional one-year renewal periods.

**Discount off 2015 or current year product catalog -**

Manufacturer:

Whelen

Rhino

Havis

Pro-Guard

Soundoff Signal

Setina

Big Sky

This is a formal bid.

Any exceptions to our specifications must be clearly noted on vendor's submitted bid. Failure to do so may be reason for rejection of the bid.

Bid results will not be provided over the phone. A bid tabulation and notice of intent to award will be posted on Public Purchase.



The renewal option agreement terms shall carry the same pricing and conditions as stated within the original Price Agreement. Please indicate your response:

1. **Renewal Option Year 2:**

Vendor agrees to a second-year period of this Price Agreement.

Enter "1" for yes or "2" for no

2. **Renewal Option Year 3:**

Vendor agrees to a third-year period of this Price Agreement.

Enter "1" for yes or "2" for no

3. **Renewal Option Year 4:**

Vendor agrees to a fourth-year period of this Price Agreement.

Enter "1" for yes or "2" for no

4. **Renewal Option Year 5:**

Vendor agrees to a fifth-year period of this Price Agreement.

Enter "1" for yes or "2" for no

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

March

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 State of Missouri Cooperative Contract C114080001 – Police Radar, Lidar, Parts and Accessories with Applied Concepts/Stalker Radar of Plano, TX.

This is a Term & Supply Cooperative Contract and the terms of the 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 22nd day of March, 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

Absent  
Janet M. Thompson  
District II Commissioner

143-2016

# Boone County Purchasing

Jacob M. Garrett  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Jacob M. Garrett, Buyer  
DATE: March 9, 2016  
RE: Cooperative Contract: *C114080001 – Police Radar, Lidar, Parts and Accessories*

Purchasing and the Boone County Sheriff Department requests permission to put in place the State of Missouri cooperative contract *C114080001 – Police Radar, Lidar, Parts and Accessories* with Applied Concepts/Stalker Radar of Plano, Texas.

This is a Term and Supply contract in effect through October 30, 2017.

cc: Leasa Quick, Sheriff Department  
Gary German, Sheriff Department  
Contract File

**PURCHASE AGREEMENT  
FOR  
POLICE RADAR, LIDAR, PARTS AND ACCESSORIES**

**THIS AGREEMENT** dated the 22<sup>nd</sup> day of March 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Applied Concepts/Stalker Radar**, 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 Police Radar, Lidar, Parts and Accessories, the State of Missouri cooperative bid and contract number C114080001, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office contract file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri cooperative bid and Contract C114080001, and Boone County Standard Terms and Conditions shall prevail and control over Vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to provide at its own expense all labor, materials, and equipment called for in the bid for Police Radar, Lidar, Parts and Accessories to County as needed, and to perform all work required in accordance with contract C114080001 and per requirements and pricing as set forth in the contract agreement with the State of Missouri.

<b>Part # 806-0022-00</b>	<b>Stalker Dual DSR KA Band</b>	<b>\$2,866.00</b>
<b>Part # 807-0001-00</b>	<b>Stalker DSR 2X KA Band</b>	<b>\$3,030.00</b>
<b>Part # 803-0002-00</b>	<b>Stalker II MDR KA Band</b>	<b>\$2,251.00</b>

3. **Delivery** - Vendor shall deliver the services and associated products specified herein to Boone County location(s) to be identified during the contract period. Services must be completed **within 30 days** after receipt of order.

4. **Contract Duration** - This agreement shall commence on the date of Commission Order written above and extend through October 30, 2017 with an additional one year renewal option per contract C114080001 and subject to the provisions of termination specified below.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. Invoices must reference Contract C114080001 and be itemized in accordance with items listed on the purchase order. The County agrees to pay all invoices for completed work within thirty days of receipt of correct invoice and accompanying required affidavits and payroll records. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

- a. 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.

**APPLIED CONCEPTS/  
STALKER RADAR**

**BOONE COUNTY, MISSOURI**

by Jan Cochilles  
title Sales Administrator

by: Boone County Commission  
Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

by [Signature]  
County Counselor

Wendy S. Noren  
Wendy S. Noren, County Clerk

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.)

June Pritchard by jj 03/11/2016 1251/91300  
Signature Date Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

Date: December 24, 2015

**CONTRACT TITLE: POLICE RADAR, LIDAR, PARTS AND ACCESSORIES**

<b>CURRENT CONTRACT PERIOD:</b>	<b>OCTOBER 31, 2015 THROUGH OCTOBER 30, 2017</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	<b>09/19/13 – 10/30/13</b>
	Renewal Options Available:	<b>0</b>
	Potential Final Expiration:	<b>10/30/17</b>
<b>BUYER INFORMATION:</b>	Tammy Michel 573-751-3114 Tammy.michel@oa.mo.gov	

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

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternate source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C114080001	7515449250 2	Applied Concepts/Stalker Radar 2609 Technology Dr. Plano, TX 75074-7467 Contact Person: Jan Achilles Phone Number: 972-801-4891 Fax Number: 972-398-3781 E-mail: <a href="mailto:jana@a-concepts.com">jana@a-concepts.com</a>	No	Yes
C114080002	3710896610 0	Decatur Electronics, Inc. 3433 East Wood Street Phoenix, AZ 85040 Contact Person: Krista Abercrombie Phone Number: 800-428-4315 Fax Number: 602-621-4200 E-mail:	No	Yes



CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
		<a href="mailto:Krista.abercrombie@soncellna.com">Krista.abercrombie@soncellna.com</a>		
C114080003	4317577300 0  4317577300 2	Kustom Signals, Inc. 9652 Loiret Blvd. Lenexa, KS 66219 Contact Person: Mary Beiriger Phone Number: 913-492-1400 ext. 3107 Fax Number: 913-492-1703 E-mail: <a href="mailto:mbeiriger@kustomsignals.com">mbeiriger@kustomsignals.com</a>  Payments Sent to: Kustom Signals, Inc. PO Box 411882 Kansas City, MO 64141-1882	No	Yes
C114080004	6112052740 0	MPH Industries 316 E. 9 <sup>th</sup> Street Owensboro, KY 42303 Contact Person: Eric L. Ruud Phone Number: 270-685-6398 Fax Number: 270-683-6288 E-mail: <a href="mailto:elruud@mphindustries.com">elruud@mphindustries.com</a>	No	Yes
C114080005	8409704940 0	Laser Technology 6912 S. Quentin St. Centennial, CO 80112 Contact Person: Cheri Lucero Phone Number: 303-649-1000 Fax Number: 303-649-9710 E-mail: <a href="mailto:clucero@lasertech.com">clucero@lasertech.com</a>	No	Yes

## STATEWIDE CONTRACT HISTORY

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

<b>Contract Period</b>	<b>Issue Date</b>	<b>Summary of Changes</b>
10/31/13 – 10/30/17	12/24/15	Renewal of Contract C114080004 and Pricing Update of contracts C114082001 and C114080002
10/31/13 – 10/30/17	11/18/15	Renewal of Contract C114080002
10/31/13 – 10/30/17	10/30/15	Renewal of Contracts C114080001, C114080003 and C114080005
10/31/13 – 10/30/15	12/11/13	Renewal of Contract
09/19/13 – 10/30/13	9/19/13	Initial issuance of new statewide contract



**CONTRACTOR INFORMATION**

<b>Contractor:</b>	Applied Concepts, Inc./Stalker Radar 2609 Technology Dr Plano TX 75074-7467		
<b>Contract Administration:</b>		<b>Primary Contact</b>	<b>Alternate Contact</b>
	Name:	Jan Achilles	
	Phone:	(800) 782-5537 ex 191	
	Fax:	(972) 398-3781	
	E-mail:	<a href="mailto:jana@stalkerradar.com">jana@stalkerradar.com</a>	
<b>Customer Service/Order Placement:</b>		<b>Primary Contact</b>	<b>Alternate Contact</b>
	Name:	Donna Russell	
	Phone:	(800) 782-5537 ext 103	
	Fax:	(972) 398-3781	
	E-mail:	<a href="mailto:donnar@stalkerradar.com">donnar@stalkerradar.com</a>	
<b>Contract Pricing:</b>	Pricing is 10% Discount off Manufacturer's Parts Price List Pricing is 10% Discount off Manufacturer's Accessories Price List  Additional Qty. Discount:		
<b>Contractor's Website:</b>	<a href="http://www.stalkerradar.com">http://www.stalkerradar.com</a>		
<b>Federal ID No.:</b>	75-1544925		
<b>Payment/Order Placement Address:</b>	Applied Concepts, Inc. 2609 Technology Dr Plano TX 75074-7467		
<b>Minimum Orders:</b>	None		
<b>Delivery Time:</b>	10 Days After Receipt of Order (ARO) – Standard Orders 30 Days After Receipt of Order (ARO) – Special Orders		
<b>Payment Terms:</b>	Net 30 Days		
<b>Shipping Destination:</b>	Freight on Board (FOB) Destination		
<b>Freight:</b>	Prepaid and Included		

**PRODUCTS PRICE SCHEDULE**

**Police Radar Stalker Dual SL – (See: [http://www.stalkerradar.com/law\\_dual.shtml](http://www.stalkerradar.com/law_dual.shtml))**

<b>Part #</b>	<b>Part</b>	<b>Description/Configuration</b>	<b>Contract Price</b>
805-0022-00	Stalker Dual SL KA Band	Stalker Dual SL includes automatic same lane patrol speed detection (eliminates patrol faster/slower button), two Ka-Band antennas, detachable display*, IR remote with LED backlight, target lock, fastest opposite lane target detection, CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, tuning forks, certificates, and a standard set of cables and mounts suitable for most installations. * requires optional cable 155-2211-00	\$2128.00

**Police Radar – The Stalker DSR (See: [http://www.stalkerradar.com/law\\_dsr.shtml](http://www.stalkerradar.com/law_dsr.shtml))**

<b>Part #</b>	<b>Part</b>	<b>Description/Configuration</b>	<b>Contract Price</b>
806-0022-00	Stalker Dual DSR KA Band	Stalker Dual DSR (Directional Radar) includes automatic same lane patrol speed detection (eliminates patrol faster/slower button), two Ka-Band antennas, detachable display* with target direction indicators, IR remote with LED backlight, target lock, fastest target and fastest lock (Opp and Same), target lock annunciator (large and fastest targets), CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, tuning forks, certificates, and a standard set of cables and mounts suitable for most installations. * requires optional cable 155-2211-00	\$2866.00

**Police Radar – The Stalker DSR 2X (See: [http://www.stalkerradar.com/law\\_2x.shtml](http://www.stalkerradar.com/law_2x.shtml))**

<b>Part #</b>	<b>Part</b>	<b>Description/Configuration</b>	<b>Contract Price</b>
807-0001-00	Stalker DSR 2X KA Band	Stalker DSR 2X (Directional Radar) includes simultaneous front/rear target speed display, two Ka-Band antennas, detachable display* with 5 speed windows and target direction indicators, IR remote with LED backlight, target lock, fastest target and fastest lock (Opp and Same), target lock annunciator (large and fastest targets), CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, tuning forks, certificates, and a standard set of cables and mounts suitable for most installations. * requires optional cable 155-2211-00	\$3030.00

**Police Radar – The Stalker II SDR** (See: [http://www.stalkerradar.com/law\\_stalkerII.shtml](http://www.stalkerradar.com/law_stalkerII.shtml))

Part #	Part	Description/Configuration	Contract Price
803-0005-00	Stalker II SDR KA Band	Stalker II SDR (Directional Radar) Ka-Band Stationary. The display includes target directional indicators. The package includes a cigarette plug power cable, two removable/rechargeable battery handles, battery charger, tuning forks, certificate, manual, and carrying case.	\$1405.00

**Police Radar – The Stalker II MDR** (See: [http://www.stalkerradar.com/law\\_stalkerII.shtml](http://www.stalkerradar.com/law_stalkerII.shtml))

Part #	Part	Description/Configuration	Contract Price
803-0002-00	Stalker II MDR KA Band	Stalker II MDR (Directional Radar) Ka-Band Mover can be handheld or mounted on the included dash mount for moving mode. The display includes target directional indicators. The package includes an IR Remote with LED backlight, CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, one removable/rechargeable battery handle, battery charger, tuning forks, certificate, manual, and carrying case.	\$2251.00

**Police Radar – The Stalker Patrol**

Part #	Part	Description/Configuration	Contract Price
809-0002-00	Stalker Patrol K Band	Stalker Patrol includes two K-Band antennas, LCD display, IR remote with LED backlight, target lock, fastest opposite lane target detection, CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, tuning forks, certificates, and a standard set of cables and mounts suitable for most installations.	\$1395.00

**Police LIDAR– The Stalker LR** (See: [http://www.stalkerradar.com/lidar\\_lr.shtml](http://www.stalkerradar.com/lidar_lr.shtml))

Part #	Part	Description/Configuration	Contract Price
808-0011-00	Stalker LIDAR LR	Stalker LIDAR LR (C-Package) includes two removable/rechargeable battery handles, battery charger, manual and soft padded carrying bag.	\$2,495.00

**Police LIDAR– The Stalker XS** (See [http://www.stalkerradar.com/law\\_x-series\\_lidar.shtml](http://www.stalkerradar.com/law_x-series_lidar.shtml))

Part #	Part	Description/Configuration	Contract Price
808-4025-00	Stalker LIDAR XS	Stalker LIDAR XS (C-Package) includes two removable/rechargeable battery handles, battery charger, manual and soft padded carrying bag.	\$1895.00

**Police LIDAR– The Stalker XLR** (See [http://www.stalkerradar.com/law\\_x-series\\_lidar.shtml](http://www.stalkerradar.com/law_x-series_lidar.shtml))

Part #	Part	Description/Configuration	Contract Price
808-5025-00	Stalker LIDAR XLR	Stalker LIDAR XLR (C-Package) includes two removable/rechargeable battery handles, battery charger, manual and soft padded carrying bag.	\$2395.00

**PARTS & ACCESSORIES PRICE SCHEDULE**

Parts and Accessories	Discount off List price
ALL	10%

**Extra Manuals**

Part #	Part	Description	Contract Price
	Extra Manual	Operator's Manual	N/C
	Extra Manual	Installation Manual	N/C
	Extra Manual	Service Manual	N/C







**CONTRACTOR INFORMATION**

<b>Contractor:</b>	Decatur Electronics, Inc. 3433 East Wood Street Phoenix, AZ 85040		
<b>Contract Administration:</b>		<b>Primary Contact</b>	<b>Alternate Contact for Washington State Purchases</b>
	Name:	Krista Abercrombie	Keith Wallace
	Phone:	(800) 428-4315	(800) 428-4315
	Fax:	(602) 621-4200	(602) 621-4200
	E-mail:	<a href="mailto:krista.abercrombie@soncellna.com">krista.abercrombie@soncellna.com</a>	<a href="mailto:keith.wallace@soncellna.com">keith.wallace@soncellna.com</a>
<b>Customer Service/Order Placement:</b>		<b>Primary Contact</b>	<b>Alternate Contact</b>
	Name:	Krista Abercrombie	Keith Wallace
	Phone:	(800) 428-4315	(800) 428-4315
	Fax:	(602) 621-4200	(602) 621-4200
	E-mail:	<a href="mailto:krista.abercrombie@soncellna.com">krista.abercrombie@soncellna.com</a>	<a href="mailto:keith.wallace@soncellna.com">keith.wallace@soncellna.com</a>
<b>Contract Pricing:</b>	Pricing is 25% Discount off Manufacturer's Suggested Retail Price List  Additional Qty. Discount:		
<b>Contractor's Website:</b>	<a href="http://www.decaturelectronics.com/">http://www.decaturelectronics.com/</a>		
<b>Federal ID No.:</b>	37-1089661		
<b>Payment/Order Placement Address:</b>	Decatur Electronics, Inc. 3433 East Wood Street Phoenix, AZ 85040 Attn: Krista Abercrombie	Payment: Decatur Electronics, Inc. 750 B Street, Suite 2610 San Diego, CA 92101 Attn: Luisa Currasco	
<b>Minimum Orders:</b>	None		
<b>Delivery Time:</b>	10 Days After Receipt of Order (ARO) – Standard Orders 30 Days After Receipt of Order (ARO) – Special Orders		
<b>Payment Terms:</b>	Net 30 Days		
<b>Shipping Destination:</b>	Freight on Board (FOB) Destination		
<b>Freight:</b>	Prepaid and Included		

**PRODUCTS PRICE SCHEDULE**

**Traffic Radar** (See: <http://www.decaturelectronics.com/content/police-radar>)

Manufacturer	Model	Description/Configuration	Contract Price
Decatur Electronics	Genesis Handheld Directional™	<a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a>	\$645.00
Decatur Electronics	Genesis II Select™ Traffic Safety Radar System (Dual) K Band	<a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a>	\$1899.00
Decatur Electronics	Genesis II Select™ Traffic Safety Radar System (Dual) KA Band	<a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a>	\$1899.00
Decatur Electronics	Genesis II Select™ Directional Traffic Safety Radar System (Dual)	<a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a>	\$1,995.00
Decatur Electronics	Scout Battery Operated Handheld Radar	<a href="http://www.decaturelectronics.com/content/scout-handheld-radar">http://www.decaturelectronics.com/content/scout-handheld-radar</a>	\$995.00
DragonEye Tech	DragonEye Handheld Speed LIDAR Gun	Full size LIDAR gun with hard shell carry case, DVD user's manual, Quick Start Guide and batteries   DragonEye Full Size Brochure.pdf  DragonEye Full Size Specs.pdf	\$2,125.00
DragonEye Tech	DragonEye Compact Speed LIDAR Gun	Compact LIDAR gun with soft carry case, DVD user's manual, Quick Start Guide and batteries   DragonEye Compact Brochure.pdf  DragonEye Compact Specs.pdf	\$2,125.00

**Extra Manuals**

Part #	Part	Description	Contract Price
	Extra Manual	Operator's Manual	N/C
	Extra Manual	Installation Manual	N/C
	Extra Manual	Service Manual	N/C

**PARTS & ACCESSORIES PRICE SCHEDULE**

Parts and Accessories	Discount off List price
ALL	25%



**CONTRACTOR INFORMATION**

<b>Contractor:</b>	Kustom Signals, Inc. 9652 Loiret Boulevard Lenexa, KS 66219		
<b>Contract Administration:</b>		<b>Primary Contact</b>	<b>Alternate Contact</b>
	Name:	Mary Beiriger	
	Phone:	(800) 458-7866 Ext. 3107	
	Fax:	(913) 492-1703	
	E-mail:	<a href="mailto:mbeiriger@kustomsignals.com">mbeiriger@kustomsignals.com</a>	
<b>Customer Service/Order Placement:</b>		Tony Campos, Account Manager	Jenny Martin, Regional Sales Manager
	Phone:	(800) 458-7866 Ext. 3025	(913) 302-9893
	Fax:	(913) 492-1703	(913) 492-1703
	E-mail:	<a href="mailto:tcampos@kustomsignals.com">tcampos@kustomsignals.com</a>	<a href="mailto:jmartin@kustomsignals.com">jmartin@kustomsignals.com</a>
<b>Contract Pricing:</b>	Parts & Accessory Pricing is 20% Discount off Manufacturer's Price List.  Additional Qty. Discount:		
<b>Contractor's Website:</b>	<a href="http://www.kustomsignals.com/">http://www.kustomsignals.com/</a>		
<b>Federal ID No.:</b>	43-1757730		
<b>Payment/Order Placement Address:</b>		<b>Billing Will Be From</b>	<b>Payments Sent To</b>
		Kustom Signals, Inc. 1010 W Chestnut St Chanute, KS 66720	Kustom Signals, Inc. PO Box 411882 Kansas City, MO 64141-1882
<b>Orders To Be Sent To:</b>	Same as Contractor Address		
<b>Credit Card Acceptance:</b>	MasterCard, VISA, American Express		
<b>Minimum Orders:</b>	None		
<b>Delivery Time:</b>	10 Days After Receipt of Order (ARO) – Standard Orders 30 Days After Receipt of Order (ARO) – Special Orders		
<b>Payment Terms:</b>	Net 30 Days		
<b>Shipping Destination:</b>	Freight on Board (FOB) Destination		
<b>Freight:</b>	Prepaid and Included		

**Kustom Signals, Inc.**

<b>Manufacturer</b>	<b>Model</b>	<b>Description/Configuration</b>	<b>Contract Price</b>
Kustom Signals, Inc.	Eagle II Model #36	Eagle II Dash-Mounted Radar with a Single Ka-Band DCM Antenna, Choice of Wired or Wireless Remote, 27-month warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/eagle_ii_family">http://kustomsignals.com/products/product/eagle_ii_family</a>	\$1345.00
Kustom Signals, Inc.	Eagle II Model #39	Eagle II Dash-Mounted Radar with Dual Ka-Band DCM Antenna, Choice of Wired or Wireless Remote, 27-month warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/eagle_ii_family">http://kustomsignals.com/products/product/eagle_ii_family</a>	\$1506.00
Kustom Signals, Inc.	Golden Eagle II Model #54	Golden Eagle II Dash-Mounted Radar with a Single Ka-Band DCM Antenna, Fastest Vehicle Mode, Same Direction Mode, Choice of Wired or Wireless Remote, 27-month warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/eagle_ii_family">http://kustomsignals.com/products/product/eagle_ii_family</a>	\$1873.00
Kustom Signals, Inc.	Golden Eagle II Model #57	Golden Eagle II Dash-Mounted Radar with Dual Ka-Band DCM Antenna, Fastest Vehicle Mode, Same Direction Mode, Choice of Wired or Wireless Remote, 27-month warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/eagle_ii_family">http://kustomsignals.com/products/product/eagle_ii_family</a>	\$2034.00
Kustom Signals, Inc.	Directional Golden Eagle II Model #825	Directional Golden Eagle II Dash-Mounted Radar with a Single Ka-Band DCM Antenna, Directional Mode, Fastest Vehicle Mode, Same Direction Mode, Choice of Wired or Wireless Remote, 27-month warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/eagle_ii_family">http://kustomsignals.com/products/product/eagle_ii_family</a>	\$2240.00
Kustom Signals, Inc.	Directional Golden Eagle II Model #826	Directional Golden Eagle II Dash-Mounted Radar with Dual Ka-Band DCM Antenna, Directional Mode, Fastest Vehicle Mode, Same Direction Mode, Choice of Wired or Wireless Remote, 27-month warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/eagle_ii_family">http://kustomsignals.com/products/product/eagle_ii_family</a>	\$2441.00
Kustom Signals, Inc.	Falcon HR Model #7000	Falcon HR Handheld Radar, K-band, Stationary Mode Only, Corded Handle, Direction Sensing/Selection, Fastest Vehicle Mode, 27-month warranty  Optional accessories are available  Find additional information at	\$673.00

		<a href="http://kustomsignals.com/products/product/falcon_family">http://kustomsignals.com/products/product/falcon_family</a>	
Kustom Signals, Inc.	Falcon HR Model #7001	Falcon HR Handheld Radar, K-band, Moving & Stationary Mode Only, Corded Handle, Wireless Remote, 7" Dash Mount & Bracket, Direction Sensing/Selection, Fastest Vehicle Mode, 27-month warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/falcon_family">http://kustomsignals.com/products/product/falcon_family</a>	\$1180.00
Kustom Signals, Inc.	Falcon HR Model #7002	Falcon HR Handheld Radar, K-band, Moving & Stationary Mode Only, Corded Handle, Wireless Remote, 7" Dash Mount & Bracket, Same Direction Mode, Direction Sensing/Selection, Fastest Vehicle Mode, 27-month warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/falcon_family">http://kustomsignals.com/products/product/falcon_family</a>	\$1411.00
Kustom Signals, Inc.	Talon II Model #1600	Talon II Stationary with Corded Handle, 27-month Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/talon_family">http://kustomsignals.com/products/product/talon_family</a>	\$1039.00
Kustom Signals, Inc.	Talon II Model #1601	Talon II Moving Mode with Pod Dash Mount & Stationary Mode with Straight Corded Handle, Wired Remote, 7" pod Dash Mount & bracket, 27-Month Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/talon_family">http://kustomsignals.com/products/product/talon_family</a>	\$1477.00
Kustom Signals, Inc.	Talon II Model #1660	Talon II Moving & Stationary Modes with Corded Handle, Wireless Remote, 7" Dash Mount & bracket, 27-Month Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/talon_family">http://kustomsignals.com/products/product/talon_family</a>	\$1401.00
Kustom Signals, Inc.	Directional Talon Model #1670	Directional Talon Stationary with Corded Handle, Wireless Remote, 7" Dash Mount & Bracket, 27-Month Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/talon_family">http://kustomsignals.com/products/product/talon_family</a>	\$1360.00
Kustom Signals, Inc.	Directional Talon Model #1671	Directional Talon Moving & Stationary Modes with Corded Handle, Wireless Remote, 7" Dash Mount & Bracket, Fastest Vehicle Model Same Direction Mode, 27-Month Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/talon_family">http://kustomsignals.com/products/product/talon_family</a>	1928.00
Kustom Signals, Inc.	Directional Talon Model #1672	Directional Talon Moving Mode with Pod Mount & Stationary Mode with Corded Handle, Wired Remote, 7" Pod Dash Mount & Bracket, Fastest Vehicle Mode, Same Direction Mode, 27-Month Warranty	2014.00

		Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/talon_family">http://kustomsignals.com/products/product/talon_family</a>	
Kustom Signals, Inc.	Raptor RP-1 K-Band Model #830	Raptor RP-1 Single K-Band Antenna, Directional Mode, Fastest Vehicle, Mode, 27-month Warranty Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/raptor_rp_1">http://kustomsignals.com/products/product/raptor_rp_1</a>	\$1191.00
Kustom Signals, Inc.	Raptor RP-1 K-Band Model #831	Raptor RP-1 Single K-Band Antenna, Directional Mode, Same Lane Mode, Fastest Vehicle, Mode, 27-month Warranty Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/raptor_rp_1">http://kustomsignals.com/products/product/raptor_rp_1</a>	\$1365.00
Kustom Signals, Inc.	Raptor RP-1 K-Band Model #832	Raptor RP-1 Dual K-Band Antenna, Directional Mode, Fastest Vehicle, Mode, 27-month Warranty Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/raptor_rp_1">http://kustomsignals.com/products/product/raptor_rp_1</a>	\$1579.00
Kustom Signals, Inc.	Raptor RP-1 K-Band Model #833	Raptor RP-1 Dual K-Band Antenna, Directional Mode, Same Lane Mode, Fastest Vehicle, Mode, 27-month Warranty Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/raptor_rp_1">http://kustomsignals.com/products/product/raptor_rp_1</a>	\$1696.00
Kustom Signals, Inc.	Raptor RP-1 Ka-Band Model #846	Raptor RP-1 Single Ka-Band Antenna, Directional Mode, Fastest Vehicle, Mode, 27-month Warranty Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/raptor_rp_1">http://kustomsignals.com/products/product/raptor_rp_1</a>	\$1395.00
Kustom Signals, Inc.	Raptor RP-1 Ka-Band Model #847	Raptor RP-1 Single Ka-Band Antenna, Directional Mode, Same Lane Mode, Fastest Vehicle, Mode, 27-month Warranty Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/raptor_rp_1">http://kustomsignals.com/products/product/raptor_rp_1</a>	\$1495.00
Kustom Signals, Inc.	Raptor RP-1 Ka-Band Model #848	Raptor RP-1 Dual Ka-Band Antenna, Directional Mode, Fastest Vehicle, Mode, 27-month Warranty Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/raptor_rp_1">http://kustomsignals.com/products/product/raptor_rp_1</a>	\$1865.00
Kustom Signals, Inc.	Raptor RP-1 Ka-Band Model #849	Raptor RP-1 Dual Ka-Band Antenna, Directional Mode, Same Lane Mode, Fastest Vehicle, Mode, 27-month Warranty Optional accessories are available Find additional information at <a href="http://kustomsignals.com/products/product/raptor_rp_1">http://kustomsignals.com/products/product/raptor_rp_1</a>	\$1975.00

Kustom Signals, Inc.	Laser Cam 4 Model #2100	LaserCam 4 with LIDAR Technology (Powered by ProLaser 4) for Target Specific Identification, Digital Camera for Photo Evidence, Compass, Inclinometer, GPS, Li-Polymer Rechargeable Battery and Charger, USB to PC Cable, 16 GB Video Memory (9+ Hours), Carrying Case, ProLog Lite Video Laser Back Office, 2-Year Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/lasercam_4">http://kustomsignals.com/products/product/lasercam_4</a>	\$7,018.00
Kustom Signals, Inc.	ProLaser III Model #1725	ProLaser III Lidar with 6000 Foot Range, Straight Power Cord, Hard Carrying case, 2-Year Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/pro_laser_iii">http://kustomsignals.com/products/product/pro_laser_iii</a>	\$2605.00
Kustom Signals, Inc.	ProLaser III Model #1700	ProLaser III Lidar with 6000 Foot Range, 2 Battery Modules & 1 Charger, Straight Power Cord, Hard Carrying case, 2-Year Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/pro_laser_iii">http://kustomsignals.com/products/product/pro_laser_iii</a>	\$2706.00
Kustom Signals, Inc.	ProLaser 4 Model #2000	ProLaser 4 Lidar with 8000 Foot Range, 8-AA Rechargeable Batteries (4 are Spares), USB to PC Interface Cable, 12 VDC Adapter, Hard Carrying Case, 3-Year Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/prolaser_4">http://kustomsignals.com/products/product/prolaser_4</a>	\$2505.00
Kustom Signals, Inc.	Pro-Life+ Model #1780	ProLite+ Binocular Style Lidar with 2000 Foot Range, 2-AA Batteries, Lanyard, Soft Carrying Case, 2-Year Warranty  Optional accessories are available  Find additional information at <a href="http://kustomsignals.com/products/product/pro_lite">http://kustomsignals.com/products/product/pro_lite</a>	\$1505.00

<b>PARTS &amp; ACCESSORIES DISCOUNTS</b>	
<b>Manufacturer's <u>Parts Discount</u></b> Manufacturer <u>Kustom Signals, Inc.</u>	20 % discount from List Price
<b>Manufacturer's <u>Accessories Discount</u></b> Manufacturer <u>Kustom Signals, Inc.</u>	20 % discount from List Price



**CONTRACTOR INFORMATION**

<b>Contractor:</b>	MPH Industries, Inc. 316 E 9 <sup>th</sup> St Owensboro KY 42303		
<b>Contract Administration:</b>		<b>Primary Contact</b>	<b>Alternate Contact</b>
	Name:	Eric Ruud	Brian Stafford
	Phone:	(888) 689-9222 Ext. 398	(866) 629-9256
	Fax:	(270) 685-6288	
	E-mail:	<a href="mailto:elruud@mphindustries.com">elruud@mphindustries.com</a>	<a href="mailto:bcstafford@mphindustries.com">bcstafford@mphindustries.com</a>
<b>Customer Service/Order Placement:</b>		<b>Primary Contact</b>	
	Name:	Misty Shock	
	Phone:	(888) 689-9222 Ext. 240	
	Fax:	(270) 685-6288	
	E-mail:	<a href="mailto:mmshock@mphindustries.com">mmshock@mphindustries.com</a>	
<b>Contract Pricing:</b>	Pricing is 20% Discount off Manufacturer's Parts Price List dated 01/01/06 Pricing is 10% Discount off Manufacturer's Accessories Price List dated 01/01/06  Additional Qty. Discount:		
<b>Contractor's Website:</b>	<a href="http://www.mphindustries.com">http://www.mphindustries.com</a>		
<b>Federal ID No.:</b>	61-1205274		
<b>Payment/Order Placement Address:</b>	<b>Billing Will Be From</b>		<b>Payments Sent To</b>
	MPH Industries, Inc. 316 E 9 <sup>th</sup> St Owensboro KY 42303		MPH Industries, Inc. 2090 Reliable Pkwy Chicago IL 60686
<b>Orders To Be Sent To:</b>	Same as Contractor Address		
<b>Minimum Orders:</b>	None		
<b>Delivery Time:</b>	10 Days After Receipt of Order (ARO) – Standard Orders 30 Days After Receipt of Order (ARO) – Special Orders		
<b>Payment Terms:</b>	Net 30 Days		
<b>Shipping Destination:</b>	Freight on Board (FOB) Destination		
<b>Freight:</b>	Prepaid and Included		

**PRODUCTS PRICE SCHEDULE**

**Moving Radar - BEE III™** (See: [http://www.mphindustries.com/products\\_home/moving\\_bee3.html](http://www.mphindustries.com/products_home/moving_bee3.html))

<b>Manufacturer</b>	<b>Model</b>	<b>Description/Configuration</b>	<b>Contract Price</b>
MPH Industries	BEE III™ Directional Radar – 1 Antenna K Band	Separable Display, 1 K band Waterproof Antenna, Wireless Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Direction Sensing, Direction Selection, Automatic Same-Direction, Fastest Mode, POP Mode (defeats radar detectors), Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, 2 Year Warranty.	\$1,449.00
MPH Industries	BEE III™ Directional Radar – 1 Antennas Ka Band	Separable Display, 1 Ka band Waterproof Antennas, Wireless Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Direction Sensing, Direction Selection, Automatic Same-Direction, Fastest Mode, POP Mode (defeats radar detectors), Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, 2 Year Warranty.	\$1,399.00
<b>Frequently ordered options for the Bee III</b>			
MPH Industries	Rear K band antenna kit for Bee III		\$550.00
MPH Industries	Rear KA band antenna kit for Bee III		\$500.00
MPH Industries	Bee III Motorcycle Option		\$315.00
MPH Industries	Speedometer interface option (CAN or VSS)		\$100.00

**Moving Radar – Python® Series III** (See: [http://www.mphindustries.com/products\\_home/python\\_III\\_radar.html](http://www.mphindustries.com/products_home/python_III_radar.html))

<b>Manufacturer</b>	<b>Model</b>	<b>Description/Configuration</b>	<b>Contract Price</b>
MPH Industries	Python® Series III – 1 Antenna (X Band)	Display/Counting Unit, 1 X band Weatherproof Antenna, Wired Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Digital Signal Processing, Stationary and Moving-Opposite Direction Software, City/Highway Mode, Track-Through Speed Lock, 2 Year Warranty.	\$1,225.00
MPH Industries	Python® Series III – 1 Antenna (K Band)	Display/Counting Unit, 1 K band Antenna, Wired Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Digital Signal Processing, Stationary and Moving-Opposite Direction Software, City/Highway Mode, Track-Through Speed Lock, 2 Year Warranty.	\$825.00
MPH Industries	Python® Series III – 1 Antenna (Ka Band)	Display/Counting Unit, 1 Ka band Antenna, Wired Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Digital Signal Processing, Stationary and Moving-Opposite Direction Software, City/Highway Mode, Track-Through Speed Lock, 2 Year Warranty.	\$1,175.00
<b>Frequently Ordered options for the Python III</b>			
MPH Industries	Rear X band antenna kit for Python III		\$500.00

MPH Industries	Rear K band antenna kit for Python III		\$270.00
MPH Industries	Rear KA band antenna kit for Python III		\$370.00
MPH Industries	Fastest and same direction modes for K or Ka band Python III		\$129.00

**Moving Radar Enforcer** (See: [www.mphindustries.com/products/enforcer](http://www.mphindustries.com/products/enforcer))

Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Enforcer® – 1 Antenna K Band	Separable Display, Choice of 1 K band Waterproof Antenna, Choice of Wired or Wireless Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Manual Same-Direction, Fastest Mode, POP Mode (defeats radar detectors) Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, 2 Year Warranty.	\$1,397.00
MPH Industries	Enforcer® – 1 Antennas Ka Band	Separable Display, KA band Waterproof Antenna, Choice of Wired or Wireless Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Manual Same-Direction, Fastest Mode, POP Mode (defeats radar detectors) Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, 2 Year Warranty.	\$1,299.00
	<b>Frequently ordered options for the Enforcer</b>		
MPH Industries	Rear K band antenna kit for Enforcer		\$550.00
MPH Industries	Rear KA band antenna kit for Enforcer		\$390.00
MPH Industries	Enforcer Motorcycle Option		\$300.00
MPH Industries	Speedometer interface option (CAN or VSS)		\$100.00

**Moving Radar – Ranger EZ** (See: [www.mphindustries.com/products/ranger](http://www.mphindustries.com/products/ranger))

Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Ranger EZ Single Antenna	Separable Display, 1 Waterproof Antenna, Wireless Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Target Distance (Range) Measurement, SafetyZone Officer Safety Alert, Automatic Same-Direction, Fastest Mode, Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, CAN/VSS interface, 3 Year Warranty.	\$1845.00
	<b>Frequently ordered options for the Ranger EZ</b>		
MPH Industries	Rear K band antenna kit for Ranger EZ		\$500.00
MPH Industries	Ranger EZ Motorcycle Option		\$320.00
MPH Industries	Speedometer interface option (CAN or VSS)		included

**Moving/Handheld Radar – Speedgun® Pro** (See: [www.mphindustries.com/products/speedgunpro](http://www.mphindustries.com/products/speedgunpro))

Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Speedgun Pro, dashmounted version	Display/Counting Unit, Wireless Remote control, Universal Dash Mount, Tuning Forks, and Instruction Manual. Features: 3 Window Display, stationary and moving mode operation., POP Mode (defeats radar detectors), Fastest Target Mode, Automatic Same-Direction Mode, Digital	\$1495.00



		Signal Processing, Wireless Remote Control, Track-Through Speed Lock, 2 Year Warranty.	
MPH Industries	Speedgun Pro corded handheld version	Radar unit with corded handle, Tuning Forks, and Instruction Manual. Features: POP Mode (defeats radar detectors), Fastest Mode, 2 Window Display, Track-Through Speed Lock, 2 Year Warranty.	\$1170.00
Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Speedgun Pro battery-powered handheld version	Radar unit with battery in handle, AC battery charger, Tuning Forks, and Instruction Manual. Features: POP Mode (defeats radar detectors), Fastest Mode, 2 Window Display, Track-Through Speed Lock, 2 Year Warranty.	\$1340.00

**LIDAR – SpeedLaser® (Manufactured by Laser Atlanta®) (See: [www.mphindustries.com/products/speedlaser/](http://www.mphindustries.com/products/speedlaser/))**

Manufacturer	Model	Description/Configuration	Contract Price
Laser Atlanta	SpeedLaser® Model S (Standard Model)	Laser with Rechargeable Handle, Coiled 12V Power Cable, AC adapter, Carrying Bag and Instruction Manual. Features: Jammer Detector, Obstructed/Weather mode, outstanding range, Heads-Up Display (HUD), Display Target Options, expandable for use in Accident Mapping, 2 Year Warranty.	\$1799.00
Laser Atlanta	SpeedLaser® Model R (Ruggedized Model)	Laser with Rechargeable Handle, Coiled 12V Power Cable, AC adapter, Carrying Bag and Instruction Manual. Features: Ruggedized housing, Jammer Detector, Obstructed/Weather mode, outstanding range, Heads-Up Display (HUD), Display Target Options, expandable for use in Accident Mapping, 2 Year Warranty.	\$2519.00
Laser Atlanta	SpeedLaser® Model B (Compact, Binocular-style)	Laser with internal rechargeable battery, Coiled 12V Power Cable, AC adapter, Carrying Bag and Instruction Manual. Features: Compact housing, Jammer Detector, Obstructed/Weather mode, outstanding range, Heads-Up Display (HUD), Display Target Options, 2 Year Warranty.	\$1,649.00
Laser Atlanta	SpeedLaser® Model T (Low profile)	Laser with Rechargeable Handle, Coiled 12V Power Cable, AC adapter, Carrying Bag and Instruction Manual. Features: Aluminum housing, Jammer Detector, Obstructed/Weather mode, outstanding range, Heads-Up Display (HUD), Display Target Options, 2 Year Warranty.	\$2,159.00

**Extra Manuals**

Part #	Part	Description	MSRP
	Extra Manual	Operator's Manual	N/C
	Extra Manual	Installation Manual	N/C
	Extra Manual	Service Manual	N/C

PARTS & ACCESSORIES DISCOUNTS		
<b>Manufacturer's <u>Parts Discount</u></b>	10 %	10 %
Manufacturer <u>MPH Industries &amp; Laser Atlanta.</u>		
<b>Manufacturer's <u>Accessories Discount</u></b>	10%	10 %
Manufacturer <u>MPH Industries &amp; Laser Atlanta</u>		

**CONTRACTOR INFORMATION**

<b>Contractor:</b>	Laser Technology Inc. 6912 S. Quentin Street Centennial, CO 80112	
<b>Contract Administration:</b>	Primary Contact	
	Name:	Cheri Miller
	Phone:	303-649-1000 Ext 175
	Fax:	800-280-6113 Ext 175
	E-mail:	<a href="mailto:cmiller@lasertech.com">cmiller@lasertech.com</a>
<b>Customer Service/Order Placement:</b>	Primary Contact	
	Name:	Cheri Miller
	Phone:	303-649-1000 Ext 175
	Fax:	800-280-6113 Ext 175
	E-mail:	<a href="mailto:Clucero@lasertech.com">Clucero@lasertech.com</a>
<b>Contract Pricing:</b>	Pricing is 0% Dis0.count off Manufacturer's Parts Price List Pricing is 15% Discount off Manufacturer's Accessories Price List  Additional Qty. Discount:	
<b>Contractor's Website:</b>	<a href="http://www.lasertech.com/Speed-Enforcement-Measurement.aspx">http://www.lasertech.com/Speed-Enforcement-Measurement.aspx</a>	
<b>Federal ID No.:</b>	84-0970494	
<b>Payment/Order Placement Address:</b>	Billing Will Be From	Payments Sent To
	Laser Technology Inc. 6912 S. Quentin Street Centennial, CO 80112	Laser Technology Inc. 6912 Quentin Street Centennial, CO 80112
<b>Orders To Be Sent To:</b>	Same as Contractor Address	
<b>Minimum Orders:</b>	None	
<b>Delivery Time:</b>	10 Days After Receipt of Order (ARO) – Standard Orders 30 Days After Receipt of Order (ARO) – Special Orders	
<b>Payment Terms:</b>	Net 30 Days	
<b>Shipping Destination:</b>	Freight on Board (FOB) Destination	
<b>Freight:</b>	Prepaid and Included	

**Laser Technology**

Manufacturer	Model	Description/Configuration	Contract Price
Laser Technology	LTI 20/20 TruCam	All in one, laser based photo/video speed measurement instrument that collects and stores a complete chain of video evidence on a secure SD card for both speeding and tailgating, along with a high-resolution image that identifies the vehicle make, model and license plate number. TruViewer backend software allows you to view and print violation. <a href="http://www.lasertech.com/TruCAM-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruCAM-Laser-Speed-Gun.aspx</a>	\$4,995.00
Laser Technology	LTI 20/20 TruSpeed	The TruSpeed laser is one of the most economical and reliable laser speed devices in the world. It has a lightweight, ergonomic design that has a simple six button menu structure for simple operation. It offers pinpoint, single-vehicle targeting in multilane traffic as well as a 2000ft range, is water resistant and has a laser jammer detect notification all powered by (2) C cell batteries. <a href="http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</a>	\$1,695.00
Laser Technology	LTI 20/20 TruSpeed S	The TruSpeed S possesses state-of-the-art technology, a simple point and shoot laser that can fit in the palm of your hand. Binocular-style design, less than 1 lb, rugged exterior, tactile grips, 7X scope, All-weather proof, all powered by (1) CR123A battery. Includes TruSpeed S, Carrying Case, Neck Strap, Eyepiece Cover, CR 123 A Batteries (quantity 2) and Manual. <a href="http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</a>	\$1,295.00
Laser Technology	TruSpeed LR	The TruSpeed LR laser is one of the most economical and reliable laser speed devices in the world. It has a lightweight, ergonomic design that has a simple six button menu structure for simple operation. It offers pinpoint, single-vehicle targeting in multilane traffic as well as a 3000ft range, is water resistant and has a laser jammer detect notification all powered by (2) C cell batteries. <a href="http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</a>	\$1,995.00
Laser Technology	LTI 20/20 Ultralyte 100 LR	The Ultralyte 100 LR is the most durable laser on the market today. It has a extruded aluminum housing which has superior resistance to drop, falls and inclement weather. The 100LR has a maximum range of 3280ft, Red-dot scope with in-scope display of speed and range, Carrying Case, RS232 serial port, shoulder rest, all powered by (2) C cell alkaline batteries. <a href="http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</a>	\$2,995.00
Laser Technology	LTI 20/20 Ultralyte 200 LR	The equivalent of the Ultralyte 100 LR the 200LR speed laser also allows you to map a crime collecting slope, horizontal distance and vertical distance in addition to having a maximum range of 3280ft, Red-dot scope with in-scope display of speed and range, Carrying Case, RS232 serial port, shoulder	\$3,495.00

		rest, all powered by (2) C cell batteries. <a href="http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</a>	
Laser Technology	LTI 20/20 UltraLyte LR B	The LR B is the simplest of the UltraLyte generation. It offers all the durability and ruggedness but has an easy 6 button interface to configure the laser. The LRB's maximum range is 3280ft and comes with a 2x magnified Red-dot scope, Carrying Case, RS232 serial port, shoulder rest, all powered by (2) C cell alkaline batteries. <a href="http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</a>	\$2,595.00

<b>PARTS &amp; ACCESSORIES DISCOUNTS</b>		
<b>Manufacturer's <u>Parts Discount</u></b>		N/A
Manufacturer Laser Technology.		
<b>Manufacturer's <u>Accessories Discount</u></b>		15 %
Manufacturer Laser Technology.		

**POLICE RADAR, LIDAR, PARTS AND ACCESSORIES  
(STATEWIDE CONTRACT)**

State of Missouri  
Office of Administration  
Division of Purchasing  
Contract Performance Report

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

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

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

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

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

Comments: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

Office of Administration  
Division of Purchasing  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102

**You may also e-mail form to the buyer as an attachment at  
[tammy.michel@oa.mo.gov](mailto:tammy.michel@oa.mo.gov)**



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the 22nd day of March 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 Geocaching Placement Permits along the MKT Trail submitted by Dustin Hoffmann.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Geocaching Placement Permits.

Done this 22nd day of March, 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

Absent

Janet M. Thompson  
District II Commissioner



# Boone County Commission

## Official Geocaching/Letterboxing Placement Permit

This permit is valid for 12 months from the date approved. After that date, 1) a request for renewal of the original permit must be approved (i.e., no changes need to be made) OR 2) the treasure container must be moved or information updated AND a new permit issued OR 3) container must be removed from the premises.

### Geocache/Letterbox Owner Information (PRINT):

Name Dustin Hoffmann

Trail Name/ User Nickname as it appears on the letterboxing or geocaching website: Unitzold

Address 1616 Norma Court Apartment A Columbia, Missouri 65203

Phone number (573) 499-1918 E-mail address unitzold@unitzold.com

Name of treasure container as listed on website(s): Bicycles, Branches and Bare Feet

Physical description of container Black bison tube with Geocaching logo on side

Official Geocache/Letterbox Label  Water resistant  Photograph attached

GPS Location coordinates N 38 54.968 W 92 25.435 WGS84  NAD 27   
\*\*\*AND/OR\*\*\*

Physical description of location (required for letterboxes) MKT Trail; attached to vine in tree by wire. The tree stands next to the trail itself. No climbing required.

Virtual container  On-site container  Offset cache (geocaches only)

Multi-cache or series (5 maximum - list each location information on back or on additional sheet)

I understand that containers not in compliance with the terms of this permit will be removed from the property and this permit voided for failure to comply.

I understand that I am to monitor the container(s) monthly and maintain it/them to be family friendly. I have read and understand the terms of this permit and agree to comply accordingly. I will retain a copy of this permit for my records.

Signature of Applicant

March 14, 2016

Date

APPROVED DENIED Justification: \_\_\_\_\_

Approving Commissioner

Date

E-mail address

Original Permit Expires \_\_\_\_\_

Renewal(s) Expires \_\_\_\_\_





# Boone County Commission

## Official Geocaching/Letterboxing Placement Permit

This permit is valid for 12 months from the date approved. After that date, 1) a request for renewal of the original permit must be approved (i.e., no changes need to be made) OR 2) the treasure container must be moved or information updated AND a new permit issued OR 3) container must be removed from the premises.

**Geocache/Letterbox Owner Information (PRINT):**

Name Dustin Hoffmann

Trail Name/ User Nickname as it appears on the letterboxing or geocaching website: Unitzoid

Address 1618 Norma Court Apartment A Columbia, Missouri 65203

Phone number (573) 499-1918 E-mail address unitzoid@unitzoid.com

Name of treasure container as listed on website(s): Slim Pickins

Physical description of container Blue bison tube with Geocaching logo on side

Official Geocache/Letterbox Label  Water resistant  Photograph attached

GPS Location coordinates N 38 55.080 W 92 24.802 WGS84  NAD 27

\*\*\*AND/OR\*\*\*

Physical description of location (required for letterboxes) MKT Trail; behind rock on bluff side next to trail surface. Accessible at a standing height; no climbing required.

Virtual container  On-site container  Offset cache (geocaches only)

Multi-cache or series (5 maximum – list each location information on back or on additional sheet)

I understand that containers not in compliance with the terms of this permit will be removed from the property and this permit voided for failure to comply.

I understand that I am to monitor the container(s) monthly and maintain it/them to be family friendly. I have read and understand the terms of this permit and agree to comply accordingly. I will retain a copy of this permit for my records.

Signature of Applicant [Signature] Date March 14, 2016

APPROVED	DENIED	Justification: _____
<u>[Signature]</u>		
Approving Commissioner	<u>3-22-16</u>	E-mail address _____
Date		
Original Permit Expires _____		
Renewal(s) Expires _____		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the 22nd day of March 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 Organizational Use of the Courthouse Plaza by Colonel Mike Randerson, USAF Ret. for a Memorial Day Weekend Salute to Veterans Celebration on May 25, 2016 from 5:00 p.m. to 7:30 p.m.

Done this 22nd day of March, 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

Absent

Janet M. Thompson  
District II Commissioner



## Boone County Commission

### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Memorial Day Weekend Salute to Veterans Celebration

Address: 303 West Boulevard South

City: Columbia State: MO ZIP Code 65203

Phone: 573-449-6520 Website: www.salute.org

Individual Requesting Use: Col Mike Randerson , USAF Ret

Position in Organization: Courthouse Ceremony Chairman

Address: 4020 Curt Drive

City: Columbia State: MO ZIP Code 65203

Phone: 573-424-4858 Email: dmranderson@mchsi.com

Event: Salute To Veterans memorial Day Weekend Kickoff Ceremony

Description of Use (ex. Concert, speaker, 5K): Wreath laying and Speech

Date(s) of Use: Wed. May 25, 2016 (with wreaths on display thru Mon, May 30,

Start Time of Setup: 5:00 PM AM/PM

Start Time of Event: 6:30 PM AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 7:00 PM AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 7:30 PM AM/PM

Emergency Contact During Event: Mike Randerson Phone: 573-424-4858

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: \_\_\_\_\_

In conjunction with publicity for the Airshow & Parade

How many attendees (including volunteers) do you anticipate being at your event? 200  
If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

Columbia Police and Fire Departments monitor the event . AFROTC Cadets  
will also assist with crowd control.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ #minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_

\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Col Mike Randerson Courthouse Ceremony Chair

Address: 4020 Curt Drive , Columbia , MO 65203

Phone Number: 573-424-4858

Date of Application: March 9, 2016

Email Address: dmranderson@mchsi.com

Signature: Mike Randerson

Digitally signed by Mike Randerson  
DN: cn=Mike Randerson, o, ou, email=dmranderson@mchsi.com, c=US  
Date: 2014.03.23 15:12:43 -05'00'

#### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTEST:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI  
[Signature]  
County Commissioner

DATE: 3-22-16

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 16

County of Boone

}

ea.

In the County Commission of said county, on the

22nd

day of

March

20 16

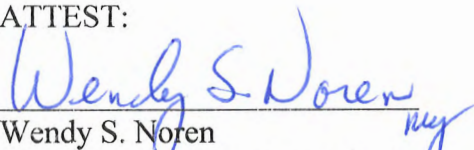
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following board appointments:

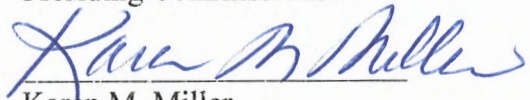
Name	Board	Period
Denny Stephenson (Appointment)	Board of Adjustment	April 1, 2016 through March 30, 2020
Michele Kennett (Re-appointment)	Children's Services Board	April 1, 2016 through March 30, 2019
Les Wagner (Re-appointment)	Children's Services Board	April 1, 2016 through March 30, 2019
Gregory Grupe (Re-appointment)	Children's Services Board	April 1, 2016 through March 30, 2019
Tec Chapman (Re-appointment)	Family Resources Board of Directors	April 1, 2016 through March 30, 2019
Don Bormann (Re-appointment)	Board of Equalization	April 1, 2016 through March 30, 2020

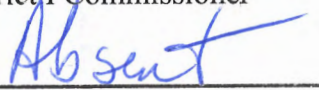
Done this 22nd day of March, 2016.

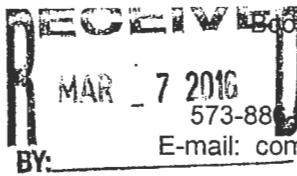
ATTEST:

  
 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



# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Adjustment Term: 4 yrs.  
Current Township: Katip Today's Date: 3/3/16  
Name: Dennis Stephenson  
Home Address: 1854 N. Rt. J  
City: Rockport, MO Zip Code: 65279  
Business Address: 1854 N. Rt. J  
City: Rockport, MO Zip Code: 65279  
Home Phone: 573-445-3321 Work Phone: 573-529-9489  
Fax: NA E-mail: stephencharolais@cs.com

Qualifications:

For the last eight years I was the Director of Facilities for Midway USA. During that time I directed six major building projects in Boone County. Previously to that I was on the team for building projects for Stant Corp. and for Kollow Electric, both located in Boone County.



Past Community Service: \_\_\_\_\_

I have been heavily involved in the private sector. This includes building projects locally, in multiple states and internationally. I look forward to this initial step into community service.

References: Randy Coil - Coil Construction (owner)  
573-808-0311  
Richard Densing - ABF - (terminal manager)  
573-230-2746

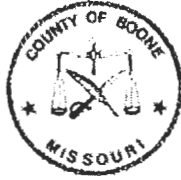
I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

*Dennis Stephenson*  
Applicant Signature

Return Application  
To:

Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311  
An Affirmative Action/Equal Opportunity Institution

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



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 - FAX 573-886-4311  
E-mail: [commission@boonecountymo.org](mailto:commission@boonecountymo.org)

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Childrens Services Board  
Name: michele kennett  
Home Address: 4614 copperstone ct.  
City: columbia Zip Code: 65203  
Business Address: 310 Jesse Hall  
City: columbia Zip Code: 65211  
At which address would you prefer to be contacted? HOME  
E-mail: kennettm@usa.net  
Phone (Home): 573-443-5150 Phone (Work): 573-882-3182  
Fax: \_\_\_\_\_

**References:**

Marilyn Gaeth -friend, 573-268-7115, David Knight 573256-7205-Knight Law Office 1205 W. Broadway.

Are you a Boone County resident? Y  
How long have you lived in Boone County? 32 Years 8 Months

Are you a registered voter? Y

Have you previously served as a member of a board? If yes, identify the board and dates of service.  
Children's Advisory Board 2013-present, Mental Health Board, Board of Health

What other professional, civic or community endeavours are you currently involved in?  
None at this time

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.  
NO

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund? Y  
If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency. Family Counseling Center- Board, I have not been involved for more that 5 years.

Have you or a family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? N  
If yes, identify the individual who applied, their relationship to you and the date of the application.

—  
Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I have been on the board since it's beginning. I would like the opportunity to continue to work with the board as it continues to provide opportunities to improve the situation for children and families in Boone Co.Â

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? N  
If yes, please explain.

—  
Are you or any related family member now or have you or a related family member ever been employed by Boone County? N  
If so, please give dates of employment and position held.

—  
Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests or Boone County Children's Services Board? Y

If so, identify the interest and the relationship.

My husband is on the Board of Trustees of Boone Hospital- there have been no issues that have arisen but if BHC were to apply for funding I would recuse from those votes.

Have you every been arrested, charged, or convicted of any felony? N  
If yes, please explain.

—  
Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? N  
If yes, please explain.

—  
Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others? N  
If yes, please explain.

—  
Are your Boone County taxes paid in full to date? Y  
If no, please explain.

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

---

**Applicant Signature**

**Return Application  
To:**

**Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311**

**An Affirmative Action/Equal Opportunity Institution**

## Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

### APPLICATION

Name: Wagner, Les M  
*Last First Middle Initial*

Home Address: 705 South Greenwood

City: Columbia Zip: 65203

Employment Address: 29 South 9th Street #211

City: Columbia Zip: 65201

At which address would you prefer to be contacted:  Home  Business

Email Address (where you wish to be contacted): lesmwagner@gmail.com

Home Phone: 573-424-2642 Business Phone: 573-442-5599

Section 210.861 RSMo requires board members be residents of Boone County. Are you a Boone County resident and how long have you lived in Boone County? more than 50 Years  
\_\_\_\_\_ Months

Are you a registered voter?  Yes  No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

**Please see attached resume**

---

What other professional, civic or community endeavors are you currently involved in?

**Elks Club, numerous**

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Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

**Please see attached resume**

---

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

**no**

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Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists **and** to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

***For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage.*** [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

no

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Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

no

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Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I believe I have experience, knowledge and skills which will help the newly created fund become organized, accountable and effective. It's a great opportunity to help.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

My mother was Civil Defense Director in the 1960's. I was a juvenile officer in the 1970's.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

no

Have you ever been arrested, charged, or convicted of any felony?  Yes  No  
If yes, please explain.

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group?  Yes  No  
If yes, please explain.

Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others?  Yes  No  
If yes, please explain.

Are your Boone County taxes paid in full to date?  Yes  No



If "No", please explain.

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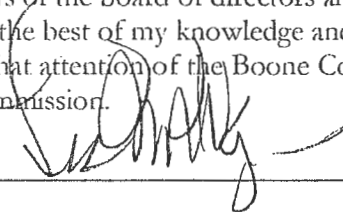
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References:

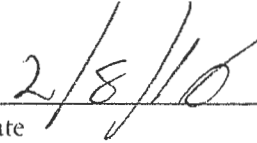
Roger	Wilson	Friend, 573-474-2308	45+
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
Pat	Lensmeyer	Friend, 573-886-4298	25+
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

Signature



Date



LES McLEAN WAGNER  
705 South Greenwood  
Columbia, MO 65203  
(573) 442-5599

#### EMPLOYMENT BACKGROUND

- 07/12 – Present* Executive Director, Missouri Association of County Developmental Disabilities Services, Columbia, Missouri.
- 10/79 – 07/12* Executive Director, Boone County Family Resources, Columbia, Missouri. Currently employed as chief administrative officer with accountability to Board of Directors appointed by County Commission. The agency, as a county entity operating as an affiliated community service provider of the Missouri Department of Mental Health's (DMH) Division of Developmental Disabilities, provides a comprehensive array of services for developmentally disabled persons eligible for services under the county and state statutes. Individually planned services are jointly funded by county property taxes, DMH general revenue purchase of services, Federal Medicaid and Home and Community Based Waiver funding, insurance and Part H of the First Steps program. The agency serves over 1,300 persons annually, employs approximately 120 regularly scheduled staff, and collaborates with a network of over 200 community service providers and professionals.
- 04/79 - 10/79* Executive Director, Jefferson County Commission for the Handicapped, Hillsboro, Missouri. Chief administrative officer with accountability to nine member board appointed by County Court. Responsibilities included: Comprehensive design, establishment, administration of services for developmentally disabled citizens of Jefferson County. Service continuum included recreation program, and sheltered workshop and developmental training center.
- 04/77 - 03/79* Executive Director, Boone County Group Homes, Columbia, Missouri.
- 10/74 - 04/77* Director, Monroe Home, Columbia, Missouri. Employed as administrator of a short term residential treatment facility and intensive after-care program, serving sixteen-eighteen juvenile offenders and their families. Responsibilities included: Grant preparation and management, personnel administration, program planning and evaluation, community relations, and fund raising.
- 01/74 - 09/74* Director, NYPUM Program (National Youth Project Using Minibikes), Butterfield Youth Services, Columbia, Missouri. Designed, implemented, supervised a minibike group behavior modification program and child management systems for adolescent boys and girls. Responsibilities included: casework, family counseling, budget planning and preparation, publicity and fund raising, program planning and evaluation.

#### EDUCATION

- 1973* Lincoln University - Jefferson City, Missouri, B.A. Psychology,  
*1965 - 1967* University of Missouri - Columbia, Missouri  
*1965* Graduate - Hickman High School, Columbia, Missouri

#### MILITARY SERVICE

- 10/67 - 09/73* Missouri National Guard - Battalion Medical Instructor - Awarded Outstanding Achievement Medal - 1973

## CURRENT MEMBERSHIPS AND APPOINTMENTS

- 1979 - Present* Member of the Missouri Association for County Developmental Disabilities Services (MACDDS). President for the year 2012.
- 2000 - Present* Member of Department of Mental Health's Provider Management Advisory Team
- 2006 - 2012* Member of advisory committee to Boone County Commission on issuance of Chapter 100 Revenue Bonds
- 2007* Member of the Recommendation 24 Stakeholder Committee. The Committee comprised of key stakeholders with the Department of Mental Health's Division of MR/DD evaluated the feasibility of public private partnerships to deliver case management services, determine eligibility, manage local wait lists, and provide and/or contract for a system of programs and services in their local areas. Report presented to Mental Health Task Force May 2007.
- 2008* Appointed by Governor of Missouri to the Comprehensive Entry Point Subcommittee. The Subcommittee is devoted to advising the Department of Health and Senior Services on the development of a comprehensive entry point system for long term care.
- 2009 - 2011* Member of the Steering Committee for the Missouri Coalition for Developmental Disabilities.
- 2010 - 2012* Representative on the Tax Increment Financing Commission (TIF) for the City of Columbia; representing the Columbia Public Library, the Special Business District, and Boone County Family Resources. The TIF commission serves as an advisory board to the City Council as it relates to the consideration of tax increment financing proposals.

## PREVIOUS DISTINCTIONS AND AWARDS

- 2012* Recipient of the Marie Kovar Award from the Boone County Family Resources Board of Directors, "One who made a difference in the lives of people with developmental disabilities"
- 2011* President-elect, Missouri Association of County Developmental Disabilities Services
- 2008* Co-Authored "2008 Campaign for Excellence: A Medicaid Waiver Research Paper and Recommendations"; published by MACDDS with funding from the Missouri Foundation for Health.
- 2005 - 2009* Member of the Advisory Council for Thompson Center for Autism and Neurodevelopmental Disorders
- 2005* Agency awarded "Agency of the Year" by People First of Missouri
- 2003* Recipient of the Monsignor Behrman Lifetime Achievement Award from the Missouri Chapter of American Association for Mental Retardation
- 2002 - 2006* Appointed by the Governor to the Missouri Department of Insurance's Consumer Advisory Commission
- 1997 - 2003* Charter member of City of Columbia Disability Commission
- 1997* Recipient of Missouri House of Representatives Recognition
- 1997* Recipient of the Elks Lodge 594 "Distinguished Citizen" Award
- 1996* Elected Charter Member of the Community Partnerships Board of Directors - Treasurer 1996-97
- 1995* First program in the nation to receive accreditation from Commission on Rehabilitation Facilities (CARF) for service coordination and family support services.

- 1993* Successfully led a ballot initiative to increase a local property tax from five to twelve cents for persons with developmental disabilities in Boone County
- 1990* Distinguished Service Award for Outstanding Contributions to the Field of Mental Retardation, presented by the Missouri State Chapter of the American Association for Mental Retardation
- 1989-1997* Legislative Chairman, Missouri Association of County Developmental Disabilities Services
- 1988-89* President, Missouri Association of County Developmental Disabilities Services
- 1986* Co-authored "Chart a Bold Course", a proposal to the Legislative Study Committee on Services for the Developmentally Disabled
- 1985-86* President, Missouri Chapter, American Association on Mental Deficiency
- 1984-1991* Chairman, Region 10 Planning Council for the Developmentally Disabled
- 1983-1988* Legislative Chairman, Missouri Association of County Developmental Disabilities Services
- 1983* Chairman, Mayor's Task force For the Disabled, Columbia, Missouri
- 1981-82* President, Missouri Association of County Developmental Disabilities Services
- 1979* Founding member of the Missouri Association for County Developmental Disabilities Services (MACDDS)
- 1978* Vice-President, Boone County Association for Retarded Citizens
- 1978* Housing Commissioner, Columbia Housing Authority

Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: GRUPE GREGORY A.  
Last First Middle Initial

Home Address: 4012 QUINCY CT, G

City: COLUMBIA, MO. Zip: 65202

Employment Address: SELF

City: COLUMBIA, MO. Zip: 65202

At which address would you prefer to be contacted:  Home  Business

Email Address (where you wish to be contacted): ggrupevolunteer@gmail.com

Home Phone: NA

Business Phone: 573.999.0438

Section 210.861 RSMo requires board members be residents of Boone County. Are you a Boone County resident and how long have you lived in Boone County? 40 Years  
\_\_\_\_ Months

Are you a registered voter?  Yes  No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

HMCW 2008-2014, BCCSB 2014-PRESENT

What other professional, civic or community endeavors are you currently involved in?

HMCW SAFETY NET CHAIR 2015-PRESENT

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

NO

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

NO

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

*For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]*

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

NO

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Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

NO

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Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

REAPPLYING TO BCCSB AFTER SERVICE AS A POUNDING MEMBER. RETIRED AFTER 30 YEARS SERVICE AS CPS EMPLOYEE. 26 YEAR UMC COLLEGE OF EDUCATION EMPLOYEE.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

No

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Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

No

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Have you ever been arrested, charged, or convicted of any felony?  Yes  No  
If yes, please explain.

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Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group?  Yes  No  
If yes, please explain.

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Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others?  Yes  No  
If yes, please explain.

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Are your Boone County taxes paid in full to date?  Yes  No



If "No", please explain.

References:

ERIK MORSE	MNUW COLEMAN	573.424.2274	6
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
ANTHONY CARMO	MNUC SUPERVISOR	512.635.9678	6
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

Signature

Date

03/17/16

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



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 - FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

**Board or Commission:** Boone County Family Resources Board of Directors

**Name:** Tec Chapman

**Home Address:** 3708 Watts Drive

**City:** Columbia **Zip Code:** 65203

**Business Address:** 1401 Hathman Place

**City:** Columbia **Zip Code:** 65201

**At which address would you prefer to be contacted?** HOME

**E-mail:** tec.chapman@mchsi.com

**Phone (Home):** 573-239-8136 **Phone (Work):** 5738741646

**Fax:** \_\_\_\_\_

**References:**

Kay Conklin, MSW, Professional, Director of TIPS for Kids 573-882-2555; 23 years Les Wagner, Professional, lesmwagner@gmail.com 573-442-5599 16 years

**Are you a Boone County resident?** Y

**How long have you lived in Boone County?** 9 Years 10 Months

**Are you a registered voter?** Y

**Have you previously served as a member of a board? If yes, identify the board and dates of service.**  
Yes, current board member with appointment in March 2013. Seeking re-appointment.

**What other professional, civic or community endeavours are you currently involved in?**

Columbia Chamber of Commerce, Co-Chair Government Affairs Committee & Emerging Issues Committee; City of Columbia, Pedestrian Safety Task Force; Rotary South; Cradle to Career Alliance High School Collaboration Action Network

**Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.**

Deputy Director, Division of Developmental Disabilities, MO DMH; US Senate Professional Staff-Health, Education, Labor and Pensions Committee; MO DD Council; MO Inter-agency Coordinating Council; MO Autism Response & Research Agenda; CV upon request

**Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes?** N

**If yes, please identify the person and relationship:** \_\_\_\_\_

Have you or a family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? N  
If yes, identify the individual who applied, their relationship to you and the date of the application.

—

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

To continue service to Boone County residents with ID/DD, their families, and BCFR. To leverage my knowledge, relationships, and experience in anyway the organization believes it would help the organization fulfill their mission.

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? Y

If yes, please explain.

My employer, Services for Independent Living has a contract to provide fee for service services to individuals who self-direct their supports as well as transportation to several individuals to get to work. FY2015 total reimbursement was \$13,470.

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? N

If so, please give dates of employment and position held.

—

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? N

N

If so, identify the interest and the relationship.

—

Have you every been arrested, charged, or convicted of any felony? N

If yes, please explain.

—

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? N

If yes, please explain.

—

Are your Boone County taxes paid in full to date? Y

If no, please explain.

—

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

---

**Applicant Signature**

**Return Application  
To:**

**Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311**

**An Affirmative Action/Equal Opportunity Institution**

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



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 - FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

*reappointed  
3-15-16*

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Adjustment *Equalization*  
Name: Don Bormann *see phone call 3-10-16*  
Home Address: 524 S. Miles Ave. *Reached him@work*  
City: Centralia Zip Code: 65240  
Business Address: 101 W. Singleton  
City: Centralia Zip Code: 65240  
At which address would you prefer to be contacted?       
E-mail: dbormann@centurytel.net  
Phone (Home): 573-682-4287 Phone (Work): 573-682-5860  
Fax: 573-682-1111

### Qualifications:

I have been on the board for the last two terms.

### Past Community Service:

Centralia Chamber of Commerce

### References:

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

\_\_\_\_\_  
Applicant Signature

### Return Application

To:

Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution