

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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January Session of the January Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the 16th day of January 20 18

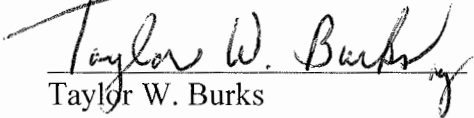
the following, among other proceedings, were had, viz:

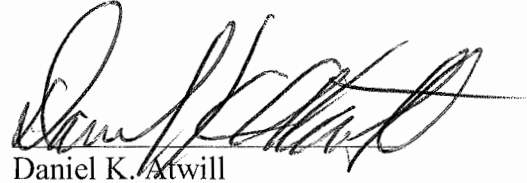
Now on this day the County Commission of the County of Boone does hereby award bid 48-18DEC17 – Cellebrite Software License and Support Term & Supply for the Boone County Sheriff's Department to Carahsoft Technology Corporation of Reston, VA.

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

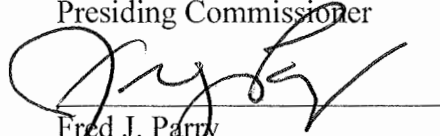
Done this 16th day of January, 2018

ATTEST:

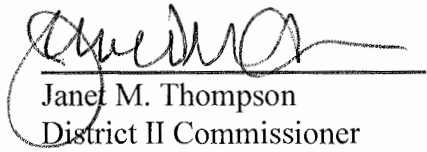

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

12-2018

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: December 26, 2017
RE: 48-18DEC17 for Cellebrite Software License and Support for the Boone County Sheriff's Department

Request for Bid 48-18DEC17 for Cellebrite Software License and Support for the Boone County Sheriff's Department opened on December 18, 2017. One (1) bid was received. The Boone County Sheriff's Office recommends award to the only bidder, Carahsoft Technology Corporation of Reston, Virginia.

This is a term and supply contract that includes software license purchases as well as on-going support. It is noted that this purchase has historically been a sole source to Cellebrite, but it is now possible to competitively bid the specific software product which is unique in the industry allowing extraction of forensic evidence from cell phones, tablets and other similar devices stored in the internet "cloud." It is further noted that the Purchasing Office advertised and posted the Request for Bid on the web to obtain competition. The software will be purchased in phases: the first phase will be for the UFED Cloud Analyzer Software for which \$7,999.00 is budgeted for 2017 and will be paid from Department 1253, Internet Crimes Task Force, Account Code 70050 for Software Service Contract funding. The Sheriff's Office anticipates purchasing the UFED 4PC software and the Cellebrite license renewals in 2018 pending state grant award notification.

Attachment: Bid Tabulation

/lp

cc: Leasa Quick, Sheriff's Department
Tracy Perkins, Sheriff's Department
Bid File #48-18DEC17

18-2018

**Bid Tabulation: RFB 48-18DEC17 - Cellebrite
Software License and Support - Term and Supply**

Bidder: Carahsoft Technology

Line Item	QTY	Initial Contract Period	First Renewal Contract Period
Item 4.9.1: Cellebrite UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) User License – One Year – Initial Acquisition	1	\$ 7,919.01	\$ 7,919.01
Item 4.9.2: Trade-In to UFED 4PC Ultimate Initial Acquisition	2	\$ 3,000.00	
Item 4.9.3: UFED 4PC Ultimate Annual Site License On-going License Renewal	2	\$ 3,663.00	\$ 3,663.00
Delivery, calendar days ARO			
Cooperative Procurement			

18-2018

Second Renewal Contract Period	Third Renewal Contract Period	Fourth Renewal Contract Period
\$ 7,919.01	\$ 7,919.01	\$ 7,919.01
\$ 3,663.00	\$ 3,663.00	\$ 3,663.00
15		
No		

**PURCHASE AGREEMENT
FOR
CELLEBRITE SOFTWARE LICENSE AND SUPPORT
TERM AND SUPPLY**

THIS AGREEMENT dated the 16th day of January 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Carahsoft Technology Corporation**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Cellebrite Software License and Support**, County of Boone Request for Bid, bid number **48-18DEC17** in its entirety including the Introduction and General Conditions of Bidding, Technical Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **December 14, 2017**, executed by **Chris Fagan**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Technical Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period, Term and Supply Contract – The County shall make on-going purchases for the duration of the contract period which shall run from the date shown above through December 31, 2018, and include four (4) one (1)-year renewal periods, or any portion thereof.

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

Initial Contract Period:

- Item 4.9.1: Cellebrite UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) User License – One Year, Initial Acquisition: \$7,919.01/Each
- Item 4.9.2: Trade-In to UFED 4PC Ultimate, Initial Acquisition: \$3,000.00/Each
- Item 4.9.3: UFED 4PC Ultimate Annual Site License - On-going License Renewal: \$3,663.00/Each

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

- Item 4.9.1: Cellebrite UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) User License – One Year, Initial Acquisition: \$7,919.01/Each
- Item 4.9.3: UFED 4PC Ultimate Annual Site License - On-going License Renewal: \$3,663.00/Each

4. Delivery – The Contractor agrees to deliver the software as stated above to the Boone County Sheriff's Department within fifteen (15) calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

CARASOFT TECHNOLOGY CORPORATION

by Chris Fajon
title Account Representative

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

Ron Sweet
County Counselor *by: Ron Sweet.*

ATTEST:

Taylor W. Burks
Taylor W. Burks, County Clerk

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



Request for Bid (RFB)

Boone County Purchasing

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

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **48-18DEC17**

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

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, December 18, 2017**

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

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

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

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

Bid Opening

Day / Date: **Monday, December 18, 2017**

Time: Shortly after the Bid Submission Deadline Stated Above

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

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Technical Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- 5.0:
 - **Standard Terms and Conditions**
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**

- **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

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

document will not relieve them from any obligation regarding this RFB. By submitting a Response, the Bidder is presumed to concur with all terms, conditions and specifications of this RFB.

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

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

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

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

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

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

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

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

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

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

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

2. **Technical Specifications**

2.1. **PURCHASE:** The contractor shall provide licenses for Cellebrite forensic software products that

RFB #48-18DEC17

Insertion Date: 11/28/17

include one (1) license for the UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product and two (2) site licenses for the Cellebrite's UFED 4PC Ultimate product with all connection hardware. The products shall extract data from cell phones, smart phones, PDA devices, GPS devices, tablets, and the Internet including support service for the Boone County Sheriff's Department located in Boone County, Missouri as detailed in the following specifications.

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

2.2. **BACKGROUND INFORMATION: Brand Specific Requirement:** The County owns two (2) Cellebrite Universal Forensic Extraction Devices "Touch" Ultimate (UFEDs) tablets with dongles. The County wishes to purchase one (1) license for UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product for one of its UFEDs. Later in 2018, the County also plans to change from UFED Touch Ultimate to UFED 4PC, although the exact date is unknown at the time of this RFB. The County will trade-in both of its UFED Touch Ultimate tablet devices in 2018 for two (2) of the UFED 4PC Ultimate site licenses since the current UFED Touch Ultimate product becomes unavailable in June of 2018.

- a. Because Cellebrite UFED technology is uniquely capable of extracting data from cell phones, tablets, and the Internet "Cloud," and because the Boone County Sheriff's Department has invested training and hardware that uses Cellebrite UFED technology, it is required that only Cellebrite's UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product and UFED 4PC Ultimate product be provided.

2.3. **Software and Support Requirements:**

2.3.1. The contractor shall provide one (1) user license for the latest version of Cellebrite's UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product for one (1) UFED Touch Ultimate device currently owned by the Boone County Sheriff's Department.

- a. A one-year annual end-user license shall be provided for the UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product as requested by the County. Renewals for the license shall be provided for the duration of the contract period as needed and requested by the County.

2.3.2. The contractor shall provide two (2) site licenses for the latest version of Cellebrite's UFED 4PC Ultimate product as further detailed below.

- a. Two (2) one-year annual site licenses shall be provided for the UFED 4PC Ultimate product as requested by the County. Renewals for the licenses shall be provided for the duration of the contract period as needed and requested by the County.
- b. The contractor shall provide a complete UFED 4PC Ultimate package with each site license that includes any necessary connection/communication hardware (e.g., cables, connectors,

etc.) necessary for successful forensic extraction tasks. All such hardware shall be included in the license price; the County shall not pay additionally for the connection/device communication hardware.

- c. Trade-in Credit: Any license payments made by the County for its two UFED Ultimate Touch renewals (renewed in October and November of 2017) shall be applied to the purchase of the two (2) site licenses for the UFED 4PC Ultimate product. For this reason, the initial acquisition of the two (2) site licenses for the 4PC Ultimate product shall be the Trade-in to UFED 4PC Ultimate package.

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

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

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

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

2.4.2. **Comprehensive General Liability Insurance:** The contractor shall carry and maintain during the life of the contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any

underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.4.3. The contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the contractor in fulfilling the terms of the contract during the life of the contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.4.4. **Commercial Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.5. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.6. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5. **BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement.
- 2.6. **DELIVERY:** FOB Destination, Freight Prepaid and Allowed - Delivery to the Boone County Sheriff's Department located at 2121 County Drive in Columbia, Missouri. All deliveries shall be made FOB Destination with all freight, handling, transportation and insurance charges fully included and prepaid by the vendor.
- 2.7. **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

4. Response Form

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1. Company Name: Carahsoft Technology Corp.
- 4.2. Address: 1860 Michael Faraday Drive Suite 100
- 4.3. City/Zip: Reston, VA 20190
- 4.4. Phone Number: (703) 871-8500
- 4.5. Fax Number: (703) 871-8505
- 4.6. E-Mail Address: Sales@carahsoft.com
- 4.7. Federal Tax ID: 52-2189693

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

Authorized Representative: Christopher Fagan

Type or Print Signed Name: Chris Fagan

Today's Date: 12/14/17

- 2.8. **Contract Period:** The initial contract period shall run **January 1, 2018 through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. In the event the Boone County Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice (see paragraphs 2.13(a)-(c) below for renewal pricing requirements).
- 2.9. **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 2.10. **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 2.11. **Estimated Usage:** All orders for will be placed by the County office on an “as needed” basis. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.
- 2.12. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to increase only upon renewal of the contract period, at which time pricing shall be mutually agreed by the County and the contractor. Any renewal pricing shall be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- a. **Renewal Pricing:** If the option for renewal is exercised by Boone County Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - b. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - c. Boone County Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.13. **Confidentiality:** The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.

3. Response Presentation and Review

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

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

PRICING

4.9.	Description	QTY	Initial Contract Period	First Renewal Contract Period	Second Renewal Contract Period	Third Renewal Contract Period	Fourth Renewal Contract Period
4.9.1.	Cellebrite UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) User License – One Year – Initial Acquisition	1	<u>\$ 7,919.01</u> EA	<u>\$7,919.01</u> EA	<u>\$ 7,919.01</u> EA	<u>\$7,919.01</u> EA	<u>\$7,919.01</u> EA
4.9.2	Trade-In to UFED 4PC Ultimate Initial Acquisition The site license price shall comply with all requirements stated herein and include all necessary connection/communication hardware	2	<u>\$ 3,000.00</u> EA				
4.9.3	UFED 4PC Ultimate Annual Site License On-going License Renewal	2	<u>\$ 3,663</u> EA	<u>\$ 3,663</u> EA	<u>\$ 3,663</u> EA	<u>\$ 3,663</u> EA	<u>\$ 3,663</u> EA

4.10. Cooperative Procurement: Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes X No

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

 15 Calendar Days After Receipt of Order (ARO)

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

4.13. Identify the Support Center Name, Location (city, state),
Phone Number (preferably toll-free), and Web Address:
Cellebrite Support Center- Parsipanny, NJ 07054
(201) 848-8552 (option 2)- Support@cellebrite.com

End of Response Form



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

1. The 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 the 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 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 RFB, 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 Vendor must notify the Purchasing Department.
9. In case of default by the Vendor, 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

RFB #48-18DEC17

Insertion Date: 11/28/17

escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Vendor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Vendor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
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 vendor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

(Please complete and return with Bid Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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

Ellen Lord, Contracts Manager

Name and Title of Authorized Representative

Ellen Lord

Signature

12/15/17

Date

RFB #48-18DEC17

Insertion Date: 11/28/17

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Ellen Lord

Vendor Signature

12/15/17

Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

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

County of Fairfax)
State of Virginia)ss
)

My name is Ellen Lord. I am an authorized agent of Carahsoft Technology Corp. (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.

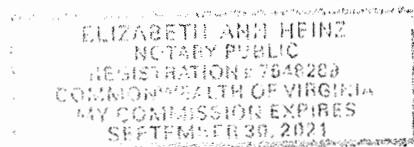
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Ellen Lord 12/15/2017
Affiant Date
Ellen Lord
Printed Name

Subscribed and sworn to before me this 17th day of December, 2017.

Elizabeth Ann Heinz
Notary Public

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



CERTIFICATION OF INDIVIDUAL BIDDER

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

Option

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

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

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

Applicant

Date

Printed Name



"No Bid" Response Form

Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

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

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

Bid: 48-18DEC17– Cellebrite Software License and Support

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



FedEx carbon-neutral envelope shipping

ORIGIN ID: BCBA (703) 230-7462
CHRIS FAGAN
CARAHSOFT TECHNOLOGY CORP
1860 MICHAEL FARADAY DRIVE
SUITE 100
RESTON, VA 20190
UNITED STATES US

SHIP DATE: 15DEC17
ACTWGT: 1.00 LB
CAD: 105304044/NET3920

BILL SENDER

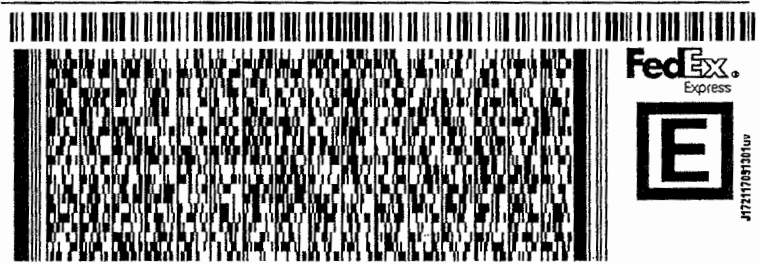
TO LIZ PALAZZOLO
BOONE COUNTY PURCHASING DEPARTMENT
BOONE COUNTY PURCHASING DEPARTMENT
613 E. ASH, ROOM 109
COLUMBIA MO 65201

12-18-17 A10:25 IN

(573) 886-4392 REF:
INV: PO: DEPT:

549J1674C104C

FedEx Ship Manager - Print Your Label(s)

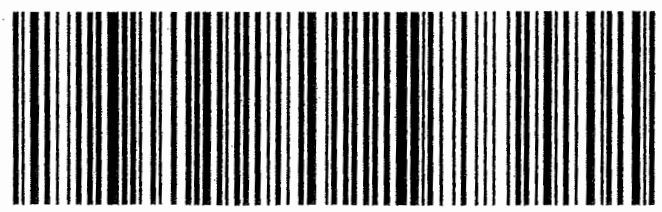


MON - 18 DEC 3:00P
STANDARD OVERNIGHT

TRK# 7710 1168 2006
0201

SH COUA

65201
MO-US STL



RT-142

12/15/2017



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **48-18DEC17**

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

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, December 18, 2017**

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

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

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

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

Bid Opening

Day / Date: **Monday, December 18, 2017**

Time: Shortly after the Bid Submission Deadline Stated Above

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

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Technical Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- 5.0:
 - **Standard Terms and Conditions**
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**

1. Introduction and General Conditions of Bidding

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

include one (1) license for the UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product and two (2) site licenses for the Cellebrite's UFED 4PC Ultimate product with all connection hardware. The products shall extract data from cell phones, smart phones, PDA devices, GPS devices, tablets, and the Internet including support service for the Boone County Sheriff's Department located in Boone County, Missouri as detailed in the following specifications.

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

2.2. **BACKGROUND INFORMATION: Brand Specific Requirement:** The County owns two (2) Cellebrite Universal Forensic Extraction Devices "Touch" Ultimate (UFEDs) tablets with dongles. The County wishes to purchase one (1) license for UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product for one of its UFEDs. Later in 2018, the County also plans to change from UFED Touch Ultimate to UFED 4PC, although the exact date is unknown at the time of this RFB. The County will trade-in both of its UFED Touch Ultimate tablet devices in 2018 for two (2) of the UFED 4PC Ultimate site licenses since the current UFED Touch Ultimate product becomes unavailable in June of 2018.

- a. Because Cellebrite UFED technology is uniquely capable of extracting data from cell phones, tablets, and the Internet "Cloud," and because the Boone County Sheriff's Department has invested training and hardware that uses Cellebrite UFED technology, it is required that only Cellebrite's UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product and UFED 4PC Ultimate product be provided.

2.3. **Software and Support Requirements:**

2.3.1. The contractor shall provide one (1) user license for the latest version of Cellebrite's UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product for one (1) UFED Touch Ultimate device currently owned by the Boone County Sheriff's Department.

- a. A one-year annual end-user license shall be provided for the UFED Cloud Analyzer Perpetual with Cloud Extraction and Reporting Training (CLEAR) product as requested by the County. Renewals for the license shall be provided for the duration of the contract period as needed and requested by the County.

2.3.2. The contractor shall provide two (2) site licenses for the latest version of Cellebrite's UFED 4PC Ultimate product as further detailed below.

- a. Two (2) one-year annual site licenses shall be provided for the UFED 4PC Ultimate product as requested by the County. Renewals for the licenses shall be provided for the duration of the contract period as needed and requested by the County.
- b. The contractor shall provide a complete UFED 4PC Ultimate package with each site license that includes any necessary connection/communication hardware (e.g., cables, connectors,

underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.4.3. The contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the contractor in fulfilling the terms of the contract during the life of the contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.4.4. **Commercial Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.5. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.6. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5. **BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement.
- 2.6. **DELIVERY:** FOB Destination, Freight Prepaid and Allowed - Delivery to the Boone County Sheriff's Department located at 2121 County Drive in Columbia, Missouri. All deliveries shall be made FOB Destination with all freight, handling, transportation and insurance charges fully included and prepaid by the vendor.
- 2.7. **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3. Response Presentation and Review

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

4. Response Form

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

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

Authorized Representative:

Type or Print Signed Name:

Today's Date: _____

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

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

End of Response Form

escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Vendor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Vendor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
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 vendor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Vendor Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 16th day of January 20 18

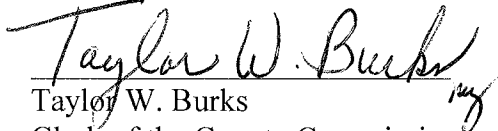
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 127-123116SS – Tasers and Equipment for the Boone County Sheriff’s Department.


The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One for Tasers and Equipment Term & Supply.

Done this 16th day of January, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

19-2018

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: November 29, 2017
RE: Amendment #1 to Contract 127-123116SS – Tasers and Equipment for the Boone County Sheriff's Department

Amendment #1 to contract #127-123116SS for Tasers and Equipment for the Boone County Sheriff's Department that was awarded February 8, 2016 (Commission Order 80-2016) is being amended to document the change of name for the contractor from Taser International, Inc. to Axon Enterprise, Inc. All other terms and conditions of the original agreement remain unchanged.

Invoices will continue to be paid from the following departments/accounts:
2901 – Sheriff Operations – LE Sales Tax, 23201 – Law Enforcement Services Fund;
2901 – Sheriff Operations – LE Sales Tax, 92300 – Replacement Machinery & Equipment;
and 1255- Corrections, 23201– Ammunition.

/lp

cc: Leasa Quick, Sheriff's Department
Contract File #127-123116SS

**CONTRACT AMENDMENT NUMBER ONE
AGREEMENT FOR
TASERS AND EQUIPMENT - TERM AND SUPPLY**

The Agreement **127-123116SS** dated February 18, 2016 made by and between Boone County, Missouri and **Taser International, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The Official Company name is changed from **Taser International, Inc.** to **Axon Enterprise, Inc.**
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

Axon Enterprise, Inc.

By: [Signature]
Signature

Boone County, Missouri

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

By: Robert Driscoll, VP Sales operations
Printed Name/ Title

APPROVED AS TO FORM:
[Signature]
County Counselor by: Ron Sweet

ATTEST:
[Signature]
Taylor W. Burks, County Clerk

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

[Signature] 2901-23201; 2901-92300; 1255-23201
Signature Date Appropriation Account

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Axon Enterprise, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note. For a single member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any):
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
17800 North 85th Street

6 City, state, and ZIP code
Scottsdale, AZ 85255

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	6	-	0	7	4	1	2	2	7
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **8/14/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ifo.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

16th

day of

January

20 18

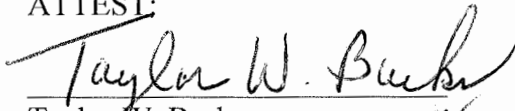
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to 127-123116SS – Tasers and Equipment for the Boone County Sheriff’s Department.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two for Tasers and Equipment Term & Supply.

Done this 16th day of January, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

20-2018

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: November 29, 2017
RE: Amendment #2 to Contract 127-123116SS – Tasers and Equipment for the Boone County Sheriff's Department

Amendment #2 to contract #127-123116SS for Tasers and Equipment for the Boone County Sheriff's Department that was awarded February 8, 2016 (Commission Order 80-2016) is being amended to incorporate 2017 pricing. All other terms and conditions of the original agreement remain unchanged.

Invoices will continue to be paid from the following departments/accounts:
2901 – Sheriff Operations – LE Sales Tax, 23201 – Law Enforcement Services Fund;
2901 – Sheriff Operations – LE Sales Tax, 92300 – Replacement Machinery & Equipment;
and 1255- Corrections, 23201– Ammunition.

/lp

cc: Leasa Quick, Sheriff's Department
Contract File #127-123116SS


**CONTRACT AMENDMENT NUMBER TWO
AGREEMENT FOR
TASERS AND EQUIPMENT – TERM AND SUPPLY**

The Agreement 127-123116SS dated February 18, 2016 made by and between Boone County, Missouri and **Axon Enterprise, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The 2017 Taser X2 CEW Law Enforcement Pricing document as attached and the 2017 Taser X26P CEW Law Enforcement Pricing document as attached are incorporated into the contract, and supersede all previously submitted pricing.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement, including prices, shall remain in full force and effect.

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


Axon Enterprise, Inc.

By: 
Signature

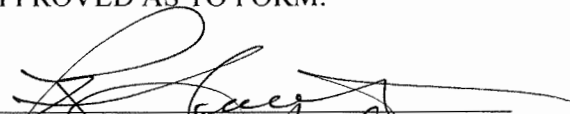
By: Robert Driscoll, VP Sales operations
Printed Name/ Title

Boone County, Missouri

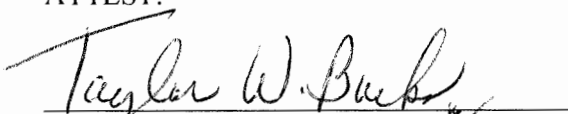
By: Boone County Commission


Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

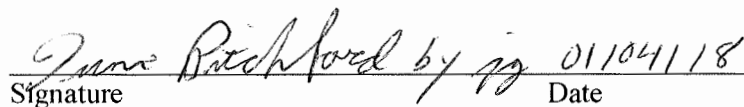

County Counselor by: Ron Sweet

ATTEST:


Taylor W. Burks, County Clerk

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

2901-23201; 2901-92300; 1255-23201


Signature

Date

Appropriation Account

26-2018



17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

2017 TASER X26P CEW Law Enforcement Pricing

Model	Product Description	Agency Price
X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)		
11002	Black X26P CEW, class III LASER	\$964.05 ea
11003	Yellow X26P CEW, class III LASER	\$964.05 ea
X26P Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$58.38 ea
22012	Tactical Performance Power Magazine (TPPM)	\$58.38 ea
11010	eXtended Performance Power Magazine (XPPM)	\$68.02 ea
X26P Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APPM)	\$70.54 ea
11015	eXtended Automatic Shut-Down Power Magazine (XAPPM)	\$72.68 ea
70116	Signal Performance Power Magazine (SPPM) ¹	\$89.99 ea
Optional Accessories		
X26P Holsters		
11501	Holster, X26P, Right Hand, Blackhawk!	\$57.04 ea
11504	Holster, X26P, Left Hand, Blackhawk!	\$57.04 ea
Customer Care Extended Warranty		
11004	4-year Extended Warranty	\$297.75 ea
TASER Assurance Plan (TAP)		
85059	TAP CEW Annual Payment, X26P	\$197.22 ea
Professional Services		
85147	CEW Starter Package	\$2,587.50 ea
85150	CEW Add-on Services ²	\$1,035.00 ea
85168	CEW Full Service with Instructor Training	\$18,112.50 ea
TASER CAM HD Recorders		
26810	TASER CAM HD	\$548.96 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$576.44 ea
26762	TASER CAM HD USB download kit	\$15.94 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$159.86 ea
26764	TASER CAM HD Replacement Battery	\$54.80 ea
Dataport Download Kits		
22013	Kit, Dataport Download, USB	\$176.49 ea
HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$16.33 ea
Training Equipment		
80004	Target, Conductive, 2-Part, Top and Bottom	\$28.55 ea
44550	Sim Suit Model II	\$606.85 ea

¹ When the CEW's safety switch is shifted to the up (ARMED) position, the SPPM sends a signal recognizable by Axon Body 2 cameras and Axon Flex systems that are equipped with Axon Signal technology.

² Part 85147 must be purchased before 85150 can be purchased.

20-2018



X26P Cartridges

34200	15' Field Use ³	\$23.78 ea
44200	21' Field Use	\$25.98 ea
44203	25' XP Field Use	\$29.30 ea
44205	21' Non-Conductive Sim	\$25.29 ea
85000	Alligator Clip Cartridge	\$49.65 ea

2017 TASER X26 Accessories Law Enforcement Pricing

Model	Product Description	Agency Price
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X26 Power Magazines

26700	Digital Power Magazine (DPM)	\$39.42 ea
26701	eXtended Digital Power Magazine (XDPM)	\$44.94 ea

X26 Holsters

44952	Holster, X26, Right Hand, Blade-Tech	\$38.56 ea
44953	Holster, X26, Left Hand, Blade-Tech	\$38.56 ea
44972	Holster, X26, Right Hand, BLACKHAWK!	\$38.56 ea
44973	Holster, X26, Left Hand, BLACKHAWK!	\$38.56 ea


Dataport Download Kit

26500	X26 Dataport Download Kit	\$176.49 ea
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TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

For delivery status or to place an order, call TASER's sales department at 800-978-2737 or fax the order to: 480-991-0791.

BLACKHAWK is a trademark of BLACKHAWK! Products Group, HANDALL is a trademark of Hogue, Inc., and HOGUE is a trademark of Hogue, Inc.

Axon Body 2, Axon Flex, Axon Signal, TASER CAM, X26P, X26P and Design, X26, XP, TASER, 'Protect Life,' and  are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit www.TASER.com/legal. All rights reserved. © 2016 TASER International, Inc.

³ The 15-foot cartridges are recommended for training, due to their relatively short range. However, these 15-foot cartridges are conductive, and must NOT be used against a person wearing a Sim Suit.



20-2018

17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.TASER.com • Sales@TASER.com

2017 TASER X2 CEW Law Enforcement Pricing

Model	Product Description	Agency Price
X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)		
22002	Black X2 CEW	\$1,103.31 ea
22003	Yellow X2 CEW	\$1,103.31 ea
X2 Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$58.38 ea
22012	Tactical Performance Power Magazine (TPPM)	\$58.38 ea
X2 Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APPM)	\$70.54 ea
70116	Signal Performance Power Magazine (SPPM) ¹	\$89.99 ea
Optional Accessories		
X2 Holsters		
22501	Holster, X2, Right Hand, Blackhawk!	\$70.54 ea
22504	Holster, X2, Left Hand, Blackhawk!	\$70.54 ea
Customer Care Extended Warranty		
22014	4-year Extended Warranty	\$340.92 ea
TASER Assurance Plan (TAP)		
85049	TAP CEW Annual Payment, X2	\$218.54 ea
Professional Services		
85147	CEW Starter Package	\$2,587.50 ea
85150	CEW Add-on Services ²	\$1,035.00 ea
85168	CEW Full Service with Instructor Training	\$18,112.50 ea
X2 Smart Cartridges³		
22150	15' Live Smart Cartridge	\$31.60 ea
22151	25' Live Smart Cartridge	\$33.74 ea
22152	35' Live Smart Cartridge	\$35.02 ea
22155	Inert Simulator 25' Smart Cartridge	\$46.07 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$32.78 ea
33112	Alligator Clip Smart Cartridge	\$35.24 ea
TASER CAM HD Recorders		
26810	TASER CAM HD	\$548.96 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$576.44 ea
26762	TASER CAM HD USB download kit	\$15.94 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$159.86 ea
26764	TASER CAM HD Replacement Battery	\$54.80 ea
X2 Dataport Download Kits		
22013	Kit, Dataport Download, USB, X2	\$176.49 ea
HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$16.33 ea

¹ When the CEW's safety switch is shifted to the up (ARMED) position, the SPPM sends a signal recognizable by Axon Body 2 cameras and Axon Flex systems that are equipped with Axon Signal technology.

² Part 85147 must be purchased before 85150 can be purchased.

³ 15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER X2 and X3 CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 CEW.

20-2018



Training Equipment

80004	Target, Conductive, 2-Part, Top and Bottom	\$28.55 ea
44550	Sim Suit Model II	\$606.85 ea

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

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STATE OF MISSOURI }
County of Boone } ca.

January Session of the January Adjourned

Term. 20 18

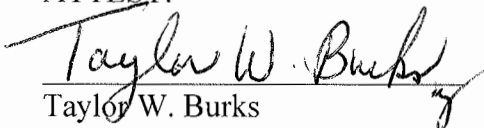
In the County Commission of said county, on the 16th day of January 20 18

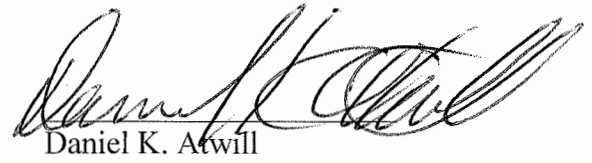
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application for the Juvenile Detention Alternatives Initiative (JDAI) grant as submitted by the Juvenile Justice Center.

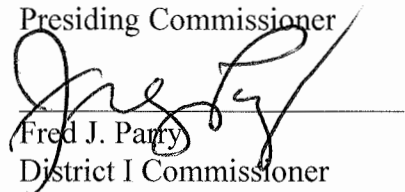
Done this 16th day of January, 2018.

ATTEST:

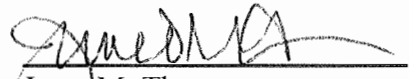

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Annie E. Casey Foundation - Juvenile Detention Alternatives Initiative

OSCA has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives. A maximum of \$1,000.00 per site is available to each JDAI site for expenses not covered by Title II, county funds or other JDAI awards. Funding is available to develop plans for the time period of December 1, 2017 - September 15, 2018, to address expenses for travel, education, meals, supplies or contractual services. **Please review your plan with the JDAI State Coordinator prior to submission.** The plans shall specifically address one or more of the JDAI core strategies: 1) Collaboration, 2) Use of accurate data, 3) Objective admissions, 4) New or enhanced non-secure alternatives to detention, 5) Case processing reforms, 6) Special detention cases, 7) Reducing racial disparities, or 8) Improving conditions of confinement .

Budget Request

1) Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
3 Meals for JDAI Collaborative (~20 people)	\$525.00		
3 Meals for DMC Collaborative (~17 people)	\$425.00		
Snacks/Drinks for Executive Team (~7 people)	\$50.00		

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes of juvenile detention alternatives?

The 13th Circuit Juvenile Justice System continually strives to improve on the eight core strategies of JDAI. Funding would assist with continuing meetings with the JDAI Executive Team, JDAI Collaborative Team, and the DMC Collaborative Team, which aligns with the core strategy of collaboration. Collaborative team meetings are imperative to accomplishing the JDAI work plan that addresses the reform activities to accomplish, as well as analyzing data. The DMC team meetings will assist in the continued planning of addressing the DMC issues in the 13th Circuit. The Executive Team meets twice yearly to continue efforts on the work plan that addresses the eight core strategies.

2. Provide a timeline and description of how the funding will be used.

The 13th Circuit Juvenile Justice System would host a Collaborative Team meeting approximately three to four times per year, with approximately three meetings occurring during the grant period. Additionally, the Circuit would host a DMC Collaborative Team meeting approximately three to four times per year, with approximately three meetings occurring during the grant period. The funding would be used for providing lunch for approximately 20 Collaborative Team members and approximately 17 DMC Team members at each meeting. The Executive Team meets twice yearly and funding would provide drinks and snack for these meetings.

This section to be completed by OSCA

	Yes	No
1. Does this request fall within the scope of the Annie E. Casey Foundation approval?		
2. Does this request meet OSCA's requirements for uses of these grant funds?		
3. Does it state awarded funds will be expended and billed to OSCA by September 15, 2018?		
4. Did the request include special terms or conditions and are they attached?		

Authorization (please print your name as well as your signature)

Circuit	Presiding Judge	Date
OSCA	Deputy State Courts Administrator	Date

Return to: Office of State Courts Administrator, Contracts Section
P.O. Box 104480, Jefferson City, MO 65110-4480

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January Session of the January Adjourned

Term. 20 18

STATE OF MISSOURI }
County of Boone } ca.

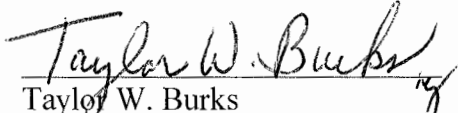
In the County Commission of said county, on the 16th day of January 20 18
the following, among other proceedings, were had, viz:


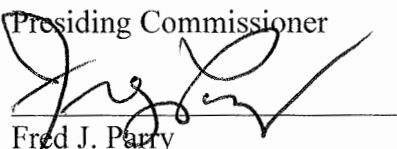
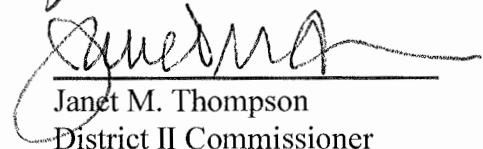
Now on this day the County Commission of the County of Boone does hereby grant the Information Technology Department the Administrative Authority to purchase laptop computers, personal computers, peripherals, and printers from cooperative contracts for FY2018.

The attached memorandum details the requested purchases.

Done this 16th day of January, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4319

Aron Gish

Director

DATE: January 11, 2016

TO: Dan Atwill, Presiding Commissioner
Fred Parry, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Aron Gish

SUBJECT: Administrative Authority to Purchase Laptop Computers, Personal Computers, Peripherals and Printers from Cooperative Contracts for FY2018

The purpose of this request is to seek administrative authority for the Information Technology Department to purchase personal computers, laptop computers, computer peripherals and printers from cooperative contracts for the fiscal year 2018. The department's authority expired 12/31/17. Samples of cooperative contracts include the State's WWT (World Wide Technology, Inc.), NACo (National Association of Counties) and WSCA (Western States Contracting Alliance). This type of request has been made and approved for each of the past 16 years. In addition, I am requesting administrative authority to use the "Unanticipated Emergency Hardware" funding (1170-92301) to replace existing assets which fail and are not cost effective to repair. This authority would only cover personal computers, laptop computers, computer peripherals and printers with a replacement cost below \$1,400. This would allow for less downtime for our users and reduce the number of "spare" items needed to be kept as backup equipment.

Following are excerpts from past commission minutes:

"Commissioner Miller stated ... that the department is requesting the ability of the department to purchase these products from State contract, in an as needed basis. This is efficient and is cost effective for the County. There are three cooperative contracts, two are national, and the other is state. The Purchasing Department is in agreement that this is the best way for the County to go.

Commissioner Elkin stated he spoke with Melinda Bobbitt about this and she told him that there could be up to two hundred bids, from across the nation, for these items.

Commissioner Miller stated it is hard to know if someone has the support to be able to fulfill the bid. Many times John Patton, County Counsel, has had to help the County get out of contracts because people were not able to meet the contract that was signed. This is the best solution as fast as technology moves.

Commissioner Miller moved to approve the request from the Information Technology Department for Administrative Authority to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts for the fiscal year 2002.

Commissioner Elkin seconded the motion. There was no discussion or public comment. The motion passed 2-0."

The same reasons still apply for the need to have this Administrative Authority granted for FY2018.

Thank you for your consideration.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

January

20

18


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

Now on this day the County Commission of the County of Boone does hereby accept the attached 2018/2019 Assessment Maintenance Plan submitted by County Assessor Tom Schauwecker.

It is further ordered the Boone County Commissioners are hereby authorized to sign said 2018/2019 Assessment Maintenance Plan.

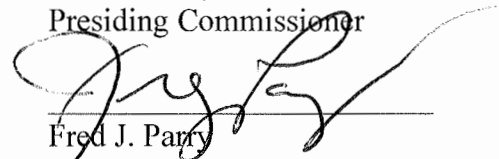
Done this 16th day of January, 2018.

ATTEST:

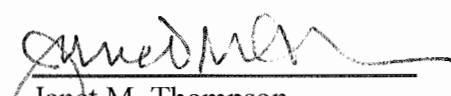

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

ASSESSMENT MAINTENANCE PLAN

BOONE COUNTY, MISSOURI

JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

INTRODUCTORY NARRATIVE

The objective of the Assessment Maintenance Plan is to outline how the assessor is going to maintain both the real and personal property assessments, making the best use of the resources available.

In 1986, the general assembly passed legislation which provided for the continued maintenance of the just completed statewide reassessment. Key provisions included:

- A two year assessment cycle
- Requirement of an Assessment Maintenance Plan
- State funding of the assessment maintenance program.

The assessor is required to annually assess all personal property and to annually assess all real property in the following manner: New assessed values shall be determined as of January first of each odd numbered year and shall be entered in the assessor's books; those same assessed values shall apply in the following even numbered year, except for new construction and property improvements which shall be valued as though they had been completed as of January first of the preceding odd numbered year.

Thus the two year assessment cycle was created.

The Boone County Assessor and State Tax Commission shall strive to assess all property in a fair and uniform manner; shall strive to discover, list, and assess all taxable property within the county; shall faithfully and impartially execute this assessment maintenance plan; shall develop assessments based on current market value as of the date of appraisal; shall promptly and efficiently respond to questions, complaints, and needs of taxpayers and assessment officers; and shall uphold the constitution and statutes of the State of Missouri.

Our goal is to provide outstanding service in the most cost efficient manner possible, while fulfilling the legal responsibilities of the Office of Assessor.

Legislation Regarding the Assessment Maintenance Plan

RSMo 137.115 states in part On or before January first of each even-numbered year, the assessor shall prepare and submit a two-year assessment maintenance plan to the county governing body and the state tax commission for their respective approval or modification. The county governing body shall approve and forward such plan or its alternative to the plan to the state tax commission by February first. If the county governing body fails to forward the plan or its alternative to the plan to the state tax commission by February first, the assessor's plan shall be considered approved by the county governing body. If the state tax commission fails to approve a plan and if the state tax commission and the assessor and the governing body of the county involved are unable to resolve the differences, in order to receive state cost-share funds outlined in section 137.750, the county or the assessor shall petition the administrative hearing commission, by May first, to decide all matters in dispute regarding the assessment maintenance plan. Upon agreement of the parties, the matter may be stayed while the parties proceed with mediation or arbitration upon terms agreed to by the parties. The final decision of the administrative hearing commission shall be subject to judicial review in the circuit court of the county involved.

137.750 RSMo states in part ...

Assessment and equalization maintenance plan, payment of portion of expenses by state, amount, procedure--qualified costs and expenses.

137.750. 1. If a county has an assessment maintenance plan approved pursuant to section 137.115, a portion of all the costs and expenses of the assessor of each county and each city not within a county, incurred for the current quarter in performing all duties necessary to assess and maintain equalized assessed valuations of real property, making real and personal property assessments and preparing abstracts of assessment lists, shall be reimbursed by the state. The state shall reimburse up to sixty percent of all the current and past unreported quarterly costs and expenses of the assessor of each county and each city not within a county based on compliance with the state tax commission approved assessment and equalization maintenance plan. The state shall reimburse each eligible county a minimum of three dollars per parcel for up to twenty thousand parcels, but no further reimbursements shall be made until the county has expended at least two-thirds of that amount of money for assessment maintenance from its assessment fund. The annual state reimbursement to any county pursuant to this section in 2000 shall not exceed seven dollars per parcel of real property in the county and each year thereafter such maximum amount may be increased by up to three percent, but the amount reimbursed by the state shall not exceed sixty percent of the actual costs and expenses incurred, except that counties entitled to only the three-dollar per parcel minimum shall receive one-fourth of the state's contribution each quarter.

2. The governing body of each county and city not within a county which seeks or will seek reimbursement under any provision of this section or section 137.720 shall establish a fund to be known as the "Assessment Fund", to be used solely as a depository for funds received by the county or city pursuant to this section and sections 137.037 and 137.720, from the general

revenue fund of the county or other sources for the purpose of funding the costs and expenses incurred in implementing an assessment and equalization maintenance plan approved under section 137.115 and for assessing real and personal property.

3. All counties and cities not within a county seeking state funds under this section shall submit a certified copy of their costs and expenses to the commissioner of the office of administration not later than the thirtieth day of the quarter immediately following the quarter for which such state funds are sought. The commissioner of the office of administration shall, in such form as may be prescribed by rule, certify that the county requests for reimbursement are consistent with the assessment and equalization maintenance plan approved by the state tax commission as provided in section 137.115, and shall pay the state's share out of funds appropriated for that purpose quarterly to each eligible county and city to reimburse such county or city for reimbursable costs and expenses incurred in the previous calendar quarter.

4. (1) The following costs and expenses shall not qualify for state reimbursement or reimbursement from tax moneys withheld from political subdivisions:

(a) Premiums for property and casualty insurance and liability insurance;

(b) Depreciation, interest, building and ground maintenance, fuel and utility costs, and other indirect expenses which can be classified as the overhead expenses of the assessor's office;

(c) Purchases of motor vehicles;

(2) Costs and expenses which shall qualify for state reimbursement, but only if identified in the county maintenance plan and subsequently specifically approved by the state tax commission, shall include:

(a) Salaries and benefits of data processing and legal personnel not directly employed by the assessor;

(b) Costs and expenses for computer software, hardware, and maintenance;

(c) Costs and expenses of any additional office space made necessary in order to carry out the county's maintenance plan;

(d) Costs of leased equipment;

(e) Costs of aerial photography.

(L. 1979 S.B. 247, et al. § 2, A.L. 1983 S.B. 63, et al., A.L. 1986 S.B. 476, A.L. 1989 H.B. 181 & 633, A.L. 1999 S.B. 219)

CROSS REFERENCE:

School districts, certain districts, rolling back operational levy relying on incorrect information of general reassessment may readjust levy, 164.013

Other Important Statutes Pertaining to Real Property

59.245, 59.605, 137.117 - Recorder of Deeds to furnish property transfer information to assessor.
137.010 - Real Property and personal property are defined.
137.016 - Subclasses of real property defined.
137.115.1 - Sets out two-year assessment cycle for real property

Other Important Statutes Pertaining to Personal Property

137.115 - Assessment percentages for personal property / two-year cycle.
137.130 - Add omitted personal property for past 3 years and enter on land to discover.
137.345 - Penalty for late filing of personal property list.
140.730 - Collection of delinquent personal property tax.
301.025 - Paid personal property tax receipt or tax waiver to register/license vehicle or trailer.
301.025 - Paid personal property tax receipt or tax waiver to register/license boat/watercraft.

Real Estate Timeline

Jan 1 - Tax Liability Date (137.075, 137.080)
June 15 - Assessor Mails Impact Statements (137.355)
July 1 - Final Assessment Books to Clerk (137.375)
July 20 - Clerk sends Form 11 (Aggregate Abstract) to State Tax Commission (137.375)
Sept 20 - Non-Charter County Commissions set levies (137.055, 137.390)

Personal Property Timeline

Jan 1 - Tax Liability Date (137.075, 137.080)
March 1 - Taxpayer Assessment List due to Assessor (137.345)
March 31 - Motor Vehicle List due from Department of Revenue (137.116)
July 1 - Assessor's Book due to County Clerk (137.335)

Percentage of ad valorem property tax collections to be deducted for deposit in county assessment fund--additional deductions (St. Louis City and all counties).

137.720. 1. A percentage of all ad valorem property tax collections allocable to each taxing authority within the county and the county shall be deducted from the collections of taxes each year and shall be deposited into the assessment fund of the county as required pursuant to section 137.750. The percentage shall be one-half of one percent for all counties of the first and second classification and cities not within a county and one percent for counties of the third and fourth classification.

2. Prior to July 1, 2009, for counties of the first classification, counties with a charter form of government, and any city not within a county, an additional one-eighth of one percent of all ad valorem property tax collections shall be deducted from the collections of taxes each year and shall be deposited into the assessment fund of the county as required pursuant to section 137.750, and for counties of the second, third, and fourth classification, an additional one-quarter of one percent of all ad valorem property tax collections shall be deducted from the collections of taxes each year and shall be deposited into the assessment fund of the county as required pursuant to section 137.750, provided that such additional amounts shall not exceed one hundred thousand dollars in any year for any county of the first classification and any county with a charter form of government and fifty thousand dollars in any year for any county of the second, third, or fourth classification.

3. Effective July 1, 2009, for counties of the first classification, counties with a charter form of government, and any city not within a county, an additional one-eighth of one percent of all ad valorem property tax collections shall be deducted from the collections of taxes each year and shall be deposited into the assessment fund of the county as required pursuant to section 137.750, and for counties of the second, third, and fourth classification, an additional one-half of one percent of all ad valorem property tax collections shall be deducted from the collections of taxes each year and shall be deposited into the assessment fund of the county as required pursuant to section 137.750, provided that such additional amounts shall not exceed one hundred twenty-five thousand dollars in any year for any county of the first classification and any county with a charter form of government and seventy-five thousand dollars in any year for any county of the second, third, or fourth classification.

4. The county shall bill any taxing authority collecting its own taxes. The county may also provide additional moneys for the fund. To be eligible for state cost-share funds provided pursuant to section 137.750, every county shall provide from the county general revenue fund an amount equal to an average of the three most recent years of the amount provided from general revenue to the assessment fund; provided, however, that capital expenditures and equipment expenses identified in a memorandum of understanding signed by the county's governing body and the county assessor prior to transfer of county general revenue funds to the assessment fund shall be deducted from a year's contribution before computing the three-year average, except that a lesser amount shall be acceptable if unanimously agreed upon by the county assessor, the county governing body, and the state tax commission. The county shall deposit the county general revenue funds in the assessment fund as agreed to in its original or amended maintenance plan, state reimbursement funds shall be withheld until the amount due is properly deposited in

such fund.

5. For all years beginning on or after January 1, 2010, any property tax collections deposited into the county assessment funds provided for in subsection 2 of this section shall be disallowed in any year in which the state tax commission notifies the county that state assessment reimbursement funds have been withheld from the county for three consecutive quarters due to noncompliance by the assessor or county commission with the county's assessment maintenance plan.

(L. 1980 S.B. 679 § 2, A.L. 1981 H.B. 114 & 146, A.L. 1989 H.B. 181 & 633, A.L. 1999 S.B. 219, A.L. 2004 H.B. 795, et al. merged with S.B. 960, A.L. 2005 H.B. 58 merged with S.B. 210, A.L. 2008 S.B. 711, A.L. 2013 H.B. 1035 merged with S.B. 23)

Effective 8-28-13 (S.B. 23)

10-11-13 (H.B. 1035)

*H.B. 1035 effective 10-11-13, see § 21.250. H.B. 1035 was vetoed July 12, 2013. The veto was overridden on September 11, 2013.

MISSION STATEMENT

The assessor shall between the first day of January and the fifteenth day of May of each year make and complete a list of all real and tangible personal property taxable by the county and assess the property at its true value in money.

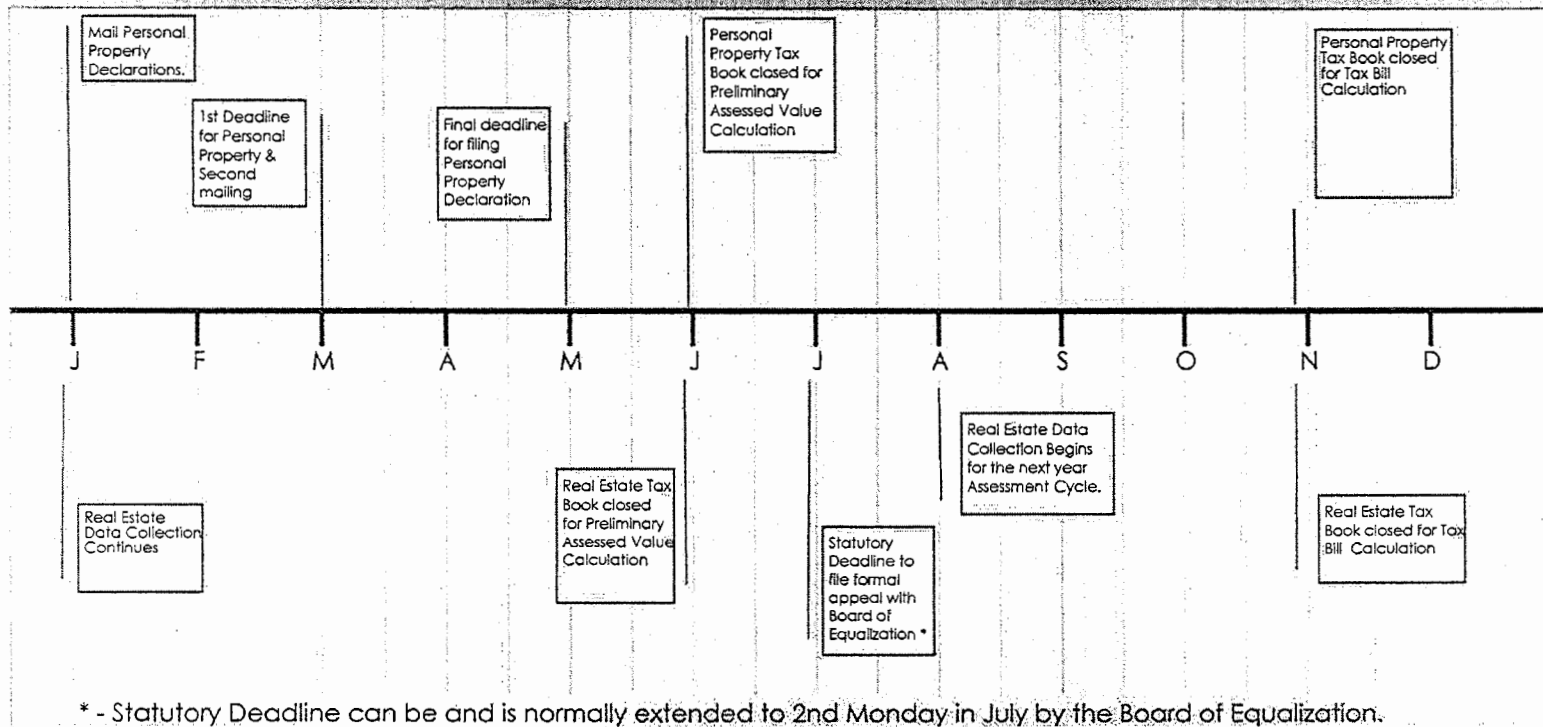
All subclasses of real property, as established in section 4(b) of Article X of the Missouri Constitution, shall be assessed at the following percentages of true value:

- (1) Residential property, nineteen percent;
- (2) Agricultural and horticultural property, twelve percent;
- (3) Utility, industrial, commercial, railroad and all other property not included above, thirty-two percent.

All personal property shall be assessed at thirty-three and one-third percent of its true value in money as of January first of each calendar year, except as outlined below:

- (1) Grain and other agricultural crops in an unmanufactured condition, one-half of one percent;
- (2) Livestock, twelve percent;
- (3) Farm machinery, twelve percent;
- (4) Motor vehicles registered as historic vehicles and noncommercial aircraft at least twenty-five years old, five percent;
- (5) Poultry, twelve percent;
- (6) Manufactured homes, nineteen percent.

Annual Assessment Cycle



Parcel Count

(As of 1/1/2017)

67,866

Sources of Valuation for Personal Property

Automobiles	NADA
Trucks	NADA
Motorcycles	NADA
Boats	NADA
Trailers	NADA
Mobile Homes	NADA
Recreational Vehicles	NADA
Busses	Personal Property Valuation Guide
Tractor/Trailers	Personal Property Valuation Guide
Airplanes	Aircraft Blue Book - Price Digest
Farm Equipment	Official Guide to Tractors and Farm Equipment North American Equipment Dealers Association State Guide
Livestock	Historical Cost
Machinery and Equipment	Historical Cost
Leased Equipment	Historical Cost
Office Furniture	Historical Cost

Functions and Responsibilities

A. Real Estate Functions

1. Parcel identification of Building Permits
2. Data Collection
 - a. County Building Permits
 - b. City Building Permits
 - c. Condo Conversions
 - d. Other Splits/Combos
 - e. Commercial Permits, Splits/Combos
 - f. Partial (incomplete) from previous year
3. Grade/CDU Review
 - a. Residential properties
 - b. Outlier Sales (Residential & Farm)
 - c. Farm properties
4. Data Review
 - a. Residential
 - b. Agricultural
 - c. Commercial
 - d. Commercial Outlier Sales
5. Data Entry
 - a. Collected data
 - b. Reviewed data
6. Tracking Splits/Combos in Assessment Administration File (AA)
7. Collection and Entry of Sales Data
8. Collection of Construction Cost Data
9. Index & Depreciation Study
10. Development of Market Approach
 - a. Market Modelling
 - b. Generation of Comp Sheets
11. Final Review of New Values
 - a. New Construction and Splits/Combos
 - b. Reappraised Property
 - c. Data Entry of Final Review Decisions
12. Sales Ratio Study
13. Notification of Taxpayers
14. Informal Hearings
15. Board of Equalization Hearings

Functions and Responsibilities

A. Real Estate Functions (Continued)

16. State Tax Commission Hearings
17. Public Questions
 - a. Walk-ins
 - b. Phone

B. Personal Property Functions

1. Personal Property Declarations
 - a. Mail
 - b. Open
 - c. Scan
 - d. Process
2. Supplemental Bills
 - a. Phone
 - b. Walk-ins
3. Waivers
4. Public Questions
 - a. Walk-ins
 - b. Phone

C. Mapping Functions

1. Public Questions
2. Processing Deeds
3. Updating GIS
4. Accounting for Cash Receipts

D. Assessor Functions

1. Planning
2. Monitoring
3. Reports
4. Forms
5. Procedures

Functions and Responsibilities

E. Clerical Functions

1. Bids, Ordering Supplies, Paying Bills
2. Tax Exemption Letters
3. Letter Writing and Photocopying
4. Filing
5. Putting Labels on Property Record Cards
6. Answering Phone (General Info)

Personnel

Personnel	Approved 2017	Adopted 2018	Tentative 2019
Assessor	1	1	1
Chief Deputy	1	1	1
CAMA Program Manager	1	1	1
Chief Appraiser	1	1	1
Commercial Appraiser	2	2	2
Residential Appraiser	2	2	2
Appraiser Apprentice	2	2	2
Cartographer	2	2	2
GIS Intern	1	1	1
Pers. Prop. Clerks	4	4	4
Total	17	17	17

County Budget

Account	County Description	County Category	State Description	State Category	2017 Budget + Revisions	2018 Adopted Budget
3461	State Reimburs-Assessment	Intergovernmental Revenue	State Reimbursement	Sources of Revenue	219,800	208,212
3525	Reimb Special Projects	Charges for Services	Other Revenue	Sources of Revenue	0	0
3550	Commissions	Charges for Services	Tax Collection Withholding	Sources of Revenue	1,110,000	1,215,000
3710	Interest	Interest	Other Revenue	Sources of Revenue	300	300
3711	Int-Overnight	Interest	Other Revenue	Sources of Revenue	900	900
3712	Int-Long Term Invest	Interest	Other Revenue	Sources of Revenue	7,000	7,000
3799	Inc/Dec in FV of Investments	Interest	Other Revenue	Sources of Revenue	0	0
3830	Sales	Miscellaneous Revenue	Other Revenue	Sources of Revenue	6,000	6,000
3835	Sale of County Fixed asset	Miscellaneous Revenue	Other Revenue	Sources of Revenue	0	0
3880	Contributions	Miscellaneous Revenue	Other Revenue	Sources of Revenue	0	0
3891	Dividends/Rebates	Miscellaneous Revenue	Other Revenue	Sources of Revenue	0	0
10100	Salaries & Wages	Personal Services	Salary	Salary	653,949	665,417
10110	Overtime	Personal Services	Benefits	Salary	20,000	20,000
10120	Holiday	Personal Services	Benefits	Salary	0	0
10200	FICA	Personal Services	Benefits	Salary	66,857	67,734
10300	Health Insurance	Personal Services	Benefits	Salary	98,880	91,680
10310	County HSA Contribution	Personal Services	Benefits	Salary	0	9,600
10325	Disability Insurance	Personal Services	Benefits	Salary	3,588	3,608
10330	Cnty Pd Dependent Prem-Health	Personal Services	Benefits	Salary	21,588	16,692
10331	Cnty Pd Dependent Prem-Dental	Personal Services	Benefits	Salary	1,145	1,325
10350	Life Insurance	Personal Services	Benefits	Salary	768	768
10375	Dental Insurance	Personal Services	Benefits	Salary	6,720	6,720
10400	Workers Comp	Personal Services	Benefits	Salary	17,887	19,420
10500	401(A) Match Plan	Personal Services	Benefits	Salary	8,320	8,320
10510	CERF-Employer Paid Contrib.	Personal Services	Benefits	Salary	2,235	2,235
22000	Postage	Materials & Supplies	Postage	Office Supplies/Expenses	65,000	65,000
22005	Bulk Mail Fees/Permits	Materials & Supplies	Postage	Office Supplies/Expenses	925	925
22500	Subscriptions/Publications	Materials & Supplies	Appraisal Guides	Office Supplies/Expenses	6,000	5,000
23000	Office Supplies	Materials & Supplies	Office Supplies	Office Supplies/Expenses	2,500	2,500
23001	Printing	Materials & Supplies	Printing Costs	Office Supplies/Expenses	6,100	8,100
23015	Computer Supplies	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	0	0
23016	Magnetic Media	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	0	0
23017	Computer Paper	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	4,000	4,000
23018	Printer Supplies	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	2,000	2,000
23020	Microfilm/Film	Materials & Supplies	Film/Film Processing	Office Supplies/Expenses	0	0
23022	Mapping Supplies	Materials & Supplies	Mapping Supplies	Office Supplies/Expenses	5,000	5,000
23050	Other Supplies	Materials & Supplies	Other Office	Office Supplies/Expenses	700	700
23850	Minor Equipment & Tools	Materials & Supplies	Other Office	Office Supplies/Expenses	2,000	2,000
37000	Dues	Dues Travel & Training	Schools/Meetings	Mileage and Training	2,800	2,800
37200	Seminars/Conferen/Meeting	Dues Travel & Training	Schools/Meetings	Mileage and Training	5,535	5,535
37210	Training/Schools	Dues Travel & Training	Schools/Meetings	Mileage and Training	8,190	8,190
37220	Travel	Dues Travel & Training	Schools/Meetings	Mileage and Training	3,000	3,000
37230	Meals & Lodging-Training	Dues Travel & Training	Schools/Meetings	Mileage and Training	6,250	6,250
48000	Telephones	Utilities	Telephone	Office Supplies/Expenses	5,800	5,800
48002	Data Communications	Utilities	Telephone	Office Supplies/Expenses	1,290	540
48100	Natural Gas	Utilities	none	No Category	0	0
48200	Electricity	Utilities	none	No Category	0	0
48300	Water	Utilities	none	No Category	0	0
48400	Solid Waste	Utilities	none	No Category	0	0
59000	Motorfuel/Gasoline	Vehicle Expense	Mileage	Mileage and Training	5,400	5,400
59010	Fuel Surcharge - Reim to R&B	Vehicle Expense	Mileage	Mileage and Training	100	100
59025	Motor Vehicle Title Exp	Vehicle Expense	Mileage	Mileage and Training	15	15
59100	Vehicle Repairs/Mechanics Charge	Vehicle Expense	none	No Category	2,750	2,750
59105	Tires	Vehicle Expense	none	No Category	500	500
59110	Mechanics Charge - Reimb R&B	Vehicle Expense	none	No Category	400	400
59200	Local Mileage	Vehicle Expense	Mileage	Mileage and Training	750	750
59300	Parking	Vehicle Expense	Mileage	Mileage and Training	0	0
60050	Equip Service Contract	Equip & Bldg Maintenance	Hardware Maintenance	Equipment and Computer	16,990	10,010
60200	Equip Repairs/Maintenance	Equip & Bldg Maintenance	Equipment Maintenance	Equipment and Computer	2,000	2,000
70050	Software Service Contract	Contractual Services	Software Maintenance	Equipment and Computer	17,020	15,644
71000	Insurance and Bonds	Contractual Services	none	No Category	0	0
71001	Auto Physical Damaga Ins	Contractual Services	none	No Category	500	660
71002	Auto Liability Ins	Contractual Services	none	No Category	1,500	1,025
71008	Errors & Omissions Ins	Contractual Services	none	No Category	300	195
71008	General Liability Ins	Contractual Services	none	No Category	2,200	1,685
71100	Outside Services	Contractual Services	Other Expenses	Other Costs	19,000	16,000
71101	Professional Services	Contractual Services	Appraisal Contracts	Other Costs	100,000	100,000
71105	Legal Services	Contractual Services	Other Expenses	Other Costs	6,000	8,000
71500	Building Use/Rent Charge	Contractual Services	none	No Category	0	0
71501	Parking	Contractual Services	none	No Category	2,040	2,100
71600	Equip Leases & Meter Chrg	Contractual Services	Other Expenses	Other Costs	0	0
83810	Interfund Services Used	Other	Other Expenses	Other Costs	176,214	135,910
*	County Counselor					24,900
*	IT Helpdesk/Programming/Imaging					39,300
*	Reimb For GIS Services					40,210
*	Reimb For Mail Services					31,560
83815	Facilities Internal Service Chg	Other	Other Expenses	Other Costs	43,348	44,761
84100	Interest Expense	Other	none	No Category	0	0
84300	Advertising	Other	Other Office	Office Supplies/Expenses	0	0
84400	Public Notices	Other	Other Office	Office Supplies/Expenses	3,200	3,200
84801	Transcripts-Civil	Other	Other Office	Office Supplies/Expenses	1,000	1,000
86800	Emergency	Other	Other Expenses	Other Costs	12,000	12,000
86850	Contingency	Other	Other Expenses	Other Costs	10,700	0
91000	Office Equipment	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
91100	Furniture and Fixtures	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
91300	Machinery & Equipment/Replacement Mach & Equip	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
91301	Computer Hardware	Fixed Asset Additions	Hardware Purchases	Equipment and Computer	0	0
91302	Computer Software	Fixed Asset Additions	Software Purchases	Equipment and Computer	0	0
91400	Auto/Trucks	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
92000	Replacement Office Equip	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
92100	Replacement Furn & Fixtures	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
92300	Replacement Mach & Equip	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	25,000
92301	Replacement Computer Hdw	Fixed Asset Additions	Hardware Purchases	Equipment and Computer	30,000	33,280
92302	Replacement Computer Software	Fixed Asset Additions	Software Purchases	Equipment and Computer	45,000	45,000
92400	Replacement Auto/Trucks	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	32,000	35,000
	Total Expense				1,761,922	1,745,442
	Total Revenue				1,344,000	1,437,412

State Budget Totals

2018	Equipment and Computer	Mileage and Training	No Category	Office Supplies / Expenses	Other Costs	Salary	Sources of Revenue
Appraisal Contracts					100,000		
Appraisal Guides				5,000			
Benefits						247,956	
Computer Supplies				6,000			
Equipment Maintenance	2,000						
Equipment Purchases	32,000						
Film/Film Processing				0			
Hardware Maintenance	16,990						
Hardware Purchases	30,000						
Mapping Supplies				5,000			
Mileage		6,265					
none			10,190				
Office Supplies				2,500			
Other Expenses					268,262		
Postage				65,925			
Printing Costs				8,100			
Salary						853,949	
Schools/Meetings		25,775					
Software Maintenance	17,020						
Software Purchases	45,000						
State Reimbursement							219,800
Tax Collection Withholding							1,110,000
Telephone				7,090			
Other Revenue							14,200
Other Office				6,900			
Grand Total	143,010	32,040	10,190	106,515	368,262	1,101,905	1,344,000
2019	Equipment and Computer	Mileage and Training	No Category	Office Supplies / Expenses	Other Costs	Salary	Sources of Revenue
Appraisal Contracts					100,000		
Appraisal Guides				5,000			
Benefits						248,100	
Computer Supplies				6,000			
Equipment Maintenance	2,000						
Equipment Purchases	60,000						
Film/Film Processing				0			
Hardware Maintenance	10,010						
Hardware Purchases	33,280						
Mapping Supplies				5,000			
Mileage		6,265					
none			9,515				
Office Supplies				2,500			
Other Expenses					218,671		
Postage				65,925			
Printing Costs				8,100			
Salary						865,417	
Schools/Meetings		25,775					
Software Maintenance	15,644						
Software Purchases	45,000						
State Reimbursement							208,212
Tax Collection Withholding							1,215,000
Telephone				6,340			
Other Revenue							14,200
Other Office				6,900			
Grand Total	165,934	32,040	9,515	105,765	318,671	1,113,517	1,437,412

SIGN-OFF PAGE

Enclosed herewith is the 2018-19 Assessment Maintenance Plan for Boone County, Missouri, submitted in accordance with Sections 137.115.i (1) and 137.720 RSMo 1986, Supp 1990.

The parties to this plan, the County Assessor, the County Commission, and the State Tax Commission, agree to its specific terms as well as these general obligations:

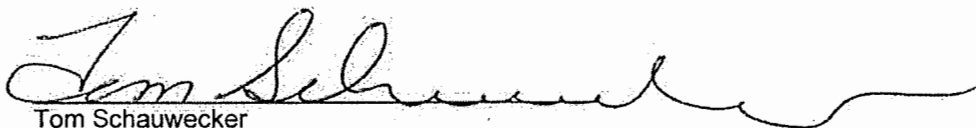
The Assessor will assess all taxable property in the county uniformly and at the statutorily required percentage of market value for the respective property. The actions of the assessor and staff will comply with the requirements found in Article X, Section 3 of the state constitution, Chapters 53, 137, 138 and any other pertinent chapter of the Revised Statutes of Missouri.

The County will provide office facilities and the budgetary support, as set out in this agreement, to allow the Assessor and staff to carry out the terms of this agreement and the duties of the Assessor's Office.

The State Tax Commission will provide technical assistance, including regular visits by the field representative, educational training, guidelines and other resources to aid the Assessor in the execution of this plan. Further, in consideration for the Assessor supplying assessment services in compliance with the terms and obligations of this plan, the state will provide cost-share reimbursement funds to the extent specified in 137.750, RSMo.

Accordingly, it is hereby affirmed that an Assessment Fund has been established, and that the general revenue funds required of this plan will be deposited in the Assessment Fund.

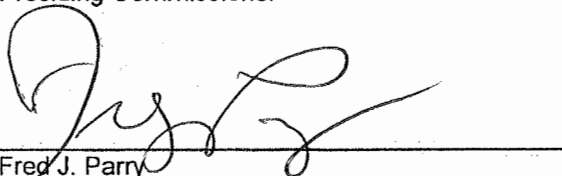
The undersigned approve of this plan as submitted.



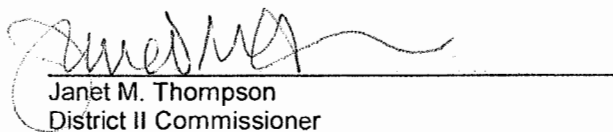
Tom Schauwecker
Assessor



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

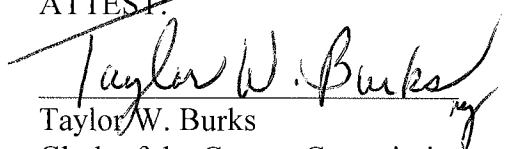
In the County Commission of said county, on the 16th day of January 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza for a Memorial Day Weekend Salute to Veterans Celebration on May 28, 2018 from 6:30 a.m. to 10:00 a.m.

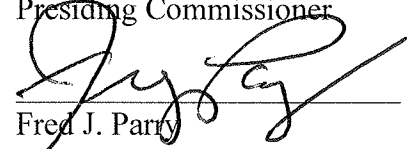
Done this 16th day of January, 2018.

ATTEST.

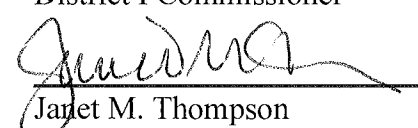

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill

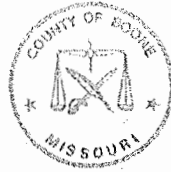
Presiding Commissioner



Fred J. Parry
District I Commissioner



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: LTC Tom Corcoran, USA, Ret.

Position in Organization: Courthouse Ceremony Chair

Address: 4605 Summer Brook Ct

City: Columbia State: MO ZIP Code: 65203

Phone: 573 445 4551 Email: tecorcoran1@msn.com

Event: Salute to Veterans Memorial Day Wreath Laying Ceremony

Description of Use (ex. Concert, speaker, 5K): Wreath laying by local organizations

Date(s) of Use: Mon. 28 May 2018

Start Time of Setup: 6:30 am AM/PM

Start Time of Event: 8:30 am AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 9:15 am AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 10:00 am AM/PM

Emergency Contact During Event: Tom Corcoran Phone: 573 639 7446

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: Held in conjunction with publicity for the Airshow and Parade.

How many attendees (including volunteers) do you anticipate being at your event?

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 as part of the Salute to Veterans Activities. AFROTC Cadets will also assist.

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: LTC Tom Corcoran, Courthouse Ceremony Ch.

Address: 4605 Summer Brook Ct, Columbia, MO 65203

Phone Number: 573 445 4551

Date of Application: Jan 2, 2018

Email Address: tecorcoran1@msn.com

Signature: Thomas E. Corcoran

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

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:

BOONE COUNTY, MISSOURI

Taylor W. Bucksby
County Clerk

[Signature]
County Commissioner

DATE: 1-16-18

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 18

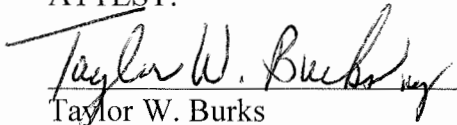
In the County Commission of said county, on the 16th day of January 20 18

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 Government Center Chambers by District 8 Toastmasters for February 21, 2018 from 5:30 p.m. to 8:30 p.m.

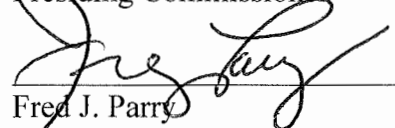
Done this 16th day of January, 2018.

ATTEST:

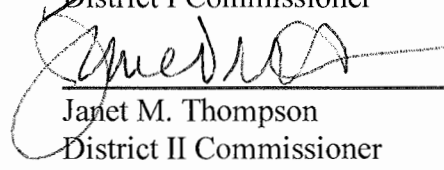

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: DISTRICT 8 TOASTMASTERS % NATALIE MEIGHAN

Address: 801 E. WALNUT, RM 315

City: COLUMBIA State: MO ZIP Code: 65201

Phone: 573-886-4483 Website: WWW.DIST8TM.ORG

Individual Requesting Use: NATALIE MEIGHAN Position in Organization: DIVISION DIRECTOR

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

Event: LOCAL CLUB PUBLIC RELATIONS WORKSHOP

Description of Use (ex. Speaker, meeting, reception): SPEAKER/WORKSHOP PRESENTATION

Date(s) of Use: 2-21-2018

Start Time of Setup: 530 AM/PM Start Time of Event: 600 AM/PM

End Time of Event: 800 AM/PM End Time of Cleanup: 830 AM/PM

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

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

Organization Representative/Title: Natalie Meighan

Phone Number: 573-886-4483 Date of Application: 1-9-2018

Email Address: NMEIGHAN@BOONECOUNTYMO.ORG

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:
Taylor W. Beckwith
County Clerk

BOONE COUNTY, MISSOURI
Daniel K. Atwill
County Commissioner

DATE: 1-16-18

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

January

20

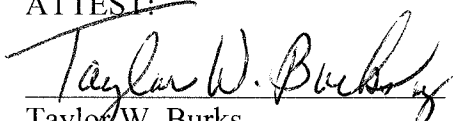
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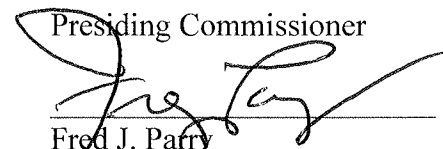
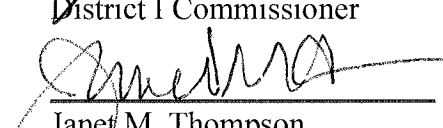
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Mid-Missouri Peaceworks for January 31, 2018 and February 26, 2018 from 6:00 p.m. to 9:30 p.m.

Done this 16th day of January, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Mid-Missouri Peaceworks

Address: 804-C.E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

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

Event: Free documentary film screening and discussion

Description of Use (ex. Speaker, meeting, reception): as above

Date(s) of Use: 1-31-18

Start Time of Setup: 6 p.m. AM/PM Start Time of Event: 6:30 p.m. AM/PM

End Time of Event: 9 p.m. AM/PM End Time of Cleanup: 9:30 p.m. AM/PM

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

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

Organization Representative/Title: Mark Haim, Director

Phone Number: 573-875-0539 Date of Application: 1-9-18

Email Address: mail@midmopeaceworks.org

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Taylor W. Burk
County Clerk

BOONE COUNTY, MISSOURI

David R. Allen
County Commissioner

DATE: 1-16-18



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

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

Event: Informational Program on Diet & Climate Change

Description of Use (ex. Speaker, meeting, reception): Informational program

Date(s) of Use: 2/26/18

Start Time of Setup: 6 p.m. AM/PM Start Time of Event: 6:30 AM/PM

End Time of Event: 9 p.m. AM/PM End Time of Cleanup: 9:30 AM/PM

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

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

Organization Representative/Title: Mark Haim, Director

Phone Number: 573-875-0539 Date of Application: 1/10/18

Email Address: mail@midmopeaceworks.org

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Taylor W. Beckley
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 1-16-18