

# CERTIFIED COPY OF ORDER

May Session of the April Adjourned

Term. 20 18

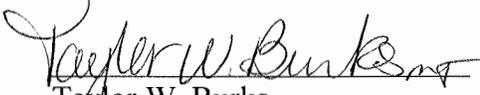
STATE OF MISSOURI }  
County of Boone } ea.

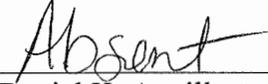
In the County Commission of said county, on the 22nd day of May 20 18  
the following, among other proceedings, were had, viz:

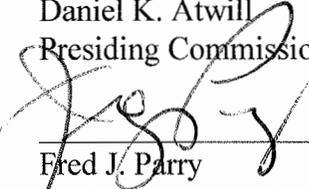
Now on this day the County Commission of the County of Boone does hereby recognize Boone County's Adopt-A-Road Program.

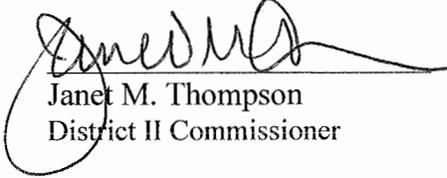
Done this 22nd day of May, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
Acting Presiding Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 18

County of Boone

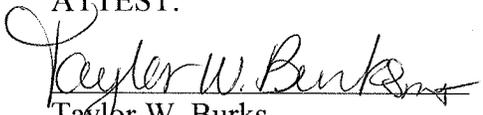
In the County Commission of said county, on the 22nd day of May 20 18

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 1603 E. Tower Dr., parcel #12-417-19-01-039.00 01.

Done this 22nd day of May, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
Acting Presiding Commissioner

  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	May Session
1603 E. Tower Drive	)	April Adjourned
Columbia, MO 65202	)	Term 2018
	)	Commission Order No. <u>273-2018</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 22<sup>nd</sup> day of May 2018, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage, tires and other refuse on the premises.
4. The location of the public nuisance is as follows: 1603 E. Tower Drive a/k/a parcel# 12-417-19-01-039.00 01, Section 19, Township 49, Range 12 as shown in deed book 2176 page 0489, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, furniture, tires and other refuse in violation of section 6.5 of the Code and a derelict, unlicensed inoperable and junk-filled red Ford pickup truck vehicle, a derelict, unlicensed, inoperable and junk-filled blue Chevrolet pickup truck vehicle and a derelict, unlicensed, inoperable and junk-filled white Ford pickup truck vehicle in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 5<sup>th</sup> day of February to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public

nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

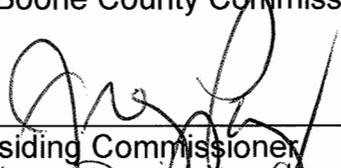
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner  
Acting Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 5/14/18 @ ~ 11:00 am  
1603 E. Tower Drive







Phuong T. Nguyen  
1603 E. Tower Drive  
Health Department nuisance notice - timeline

- 1/5/18: abatement conducted by Health Department – photographs taken after citizen complaint
- 1/16/18: notice of violation sent to owner, return receipt requested – owner never signed for notice
- 2/5/18: notice posted in local newspaper
- 2/26/18: reinspection conducted - violation not abated – photographs taken at ~ 3:30 pm
- 3/7/18: memo sent to Environmental Public Health Supervisor regarding repeated abatements at this location
- 5/7/18: hearing notice sent
- 5/14/18: photographs taken at ~ 11:00 am



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Phuong T. Nguyen  
4980 N. Shalimar Court  
Columbia, MO 65202

An inspection of the property you own located at 1603 E. Tower Drive (parcel # 12-417-19-01-039.00 01) was conducted on January 5, 2018 and revealed junk, trash, rubbish, garbage, furniture, tires and other refuse; and a derelict, unlicensed inoperable and junk-filled red Ford pickup truck vehicle, a derelict, unlicensed, inoperable and junk-filled blue Chevrolet pickup truck vehicle and a derelict, unlicensed, inoperable and junk-filled white Ford pickup truck vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, May 22, 2018 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 7<sup>th</sup> day of

May 2018 by VJ

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.GoColumbiaMo.com

Photographs taken 2/26/18 @ ~ 3:30 pm  
1603 E. Tower Drive







**AFFIDAVIT OF PUBLICATION**

STATE OF MISSOURI ) ss.  
County of Boone )

I, Jason Meyer, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion \_\_\_\_\_ February 5, 2018
- 2nd Insertion \_\_\_\_\_
- 3rd Insertion \_\_\_\_\_
- 4th Insertion \_\_\_\_\_
- 5th Insertion \_\_\_\_\_
- 6th Insertion \_\_\_\_\_
- 7th Insertion \_\_\_\_\_
- 8th Insertion \_\_\_\_\_
- 9th Insertion \_\_\_\_\_
- 10th Insertion \_\_\_\_\_
- 11th Insertion \_\_\_\_\_
- 12th Insertion \_\_\_\_\_
- 13th Insertion \_\_\_\_\_
- 14th Insertion \_\_\_\_\_
- 15th Insertion \_\_\_\_\_
- 16th Insertion \_\_\_\_\_
- 17th Insertion \_\_\_\_\_
- 18th Insertion \_\_\_\_\_
- 19th Insertion \_\_\_\_\_
- 20th Insertion: \_\_\_\_\_
- 21st Insertion: \_\_\_\_\_
- 22nd Insertion: \_\_\_\_\_

\$71.07  
Printer's Fee

By: Jason Meyer  
Jason Meyer

Subscribed & sworn to before me this 6 day of February, 2018

[Signature]  
Notary Public

**NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT**

To: Phuong T. Nguyen  
4980 N. Shalimar Court  
Columbia, MO 65202

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Gas Light Acres, Block 2, Lot 17 a/k/a 1603 E. Tower Drive as shown by deed book 2176 page 0489

Type of Nuisance: Junk, trash, rubbish, garbage, furniture, tires and other refuse; a derelict, unlicensed, inoperable and junk-filled red Ford pickup truck vehicle, a derelict, unlicensed, inoperable and junk-filled blue Chevrolet pickup truck vehicle and a derelict, unlicensed, inoperable and junk-filled white Ford pickup truck vehicle.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203. Date of Declaration, Order and Publication:

Stephanic Browning, Director,  
Columbia/Boone County  
Department of Public Health

INSERTION DATES: February 5, 2018

# Tom Schauwecker Assessor

**Parcel** 12-417-19-01-039.00 01

**Property Location** 1603 E TOWER DR

**City**  
**Library** BOONE COUNTY (L1)

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** COLUMBIA (C1)

**Owner** NGUYEN PHUONG T  
**Address** 4980 N SHALIMAR CT  
**City, State Zip** COLUMBIA, MO 65202

**Subdivision Plat Book/Page** 0008 0008

**Section/Township/Range** 19 49 12

**Legal Description** GAS LIGHT ACRES BLK 2  
LOT 17

**Lot Size** 80.00 x 130.00

**Deed Book/Page** 2176 0489 0991 0441

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	11,300	59,500	70,800	RI	2,147	11,305	13,452
<b>Totals</b>	11,300	59,500	70,800	<b>Totals</b>	2,147	11,305	13,452

### Most Recent Tax Bill(s)

#### Residence Description

<b>Year Built</b>	1977 (ESTIMATE)		
<b>Use</b>	SINGLE FAMILY (101)		
<b>Basement</b>	FULL (4)	<b>Attic</b>	NONE (1)
<b>Bedrooms</b>	3	<b>Main Area</b>	1,080
<b>Full Bath</b>	1	<b>Finished Basement Area</b>	0
<b>Half Bath</b>	0		
<b>Total Rooms</b>	6	<b>Total Square Feet</b>	1,080

## Boone County Assessor

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

assessor@boonecountymmo.org

**Office** (573) 886-4251

**Fax** (573) 886-4254

# Boone County, Missouri

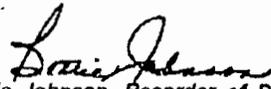
489

## Unofficial Document

Recorded in Boone County, Missouri  
Date and Time: 04/07/2003 at 03:53:13 PM  
Instrument # 2003012987 Book:02176 Page:0489

First Grantor LE, TRUNG T  
First Grantee NGUYEN, PHUONG T

Instrument Type QTCL  
Recording Fee \$23.00

  
Betty Johnson, Recorder of Deeds



### QUITCLAIM DEED

THIS INDENTURE, Made on the 7th day of April, A.D., 2003, by and between Trung T. Le, a single person, of 1603 E. Tower Drive, of the City of Columbia, of the County of Boone, in the State of Missouri 65202, party or parties of the First Part and Phuong T. Nguyen, a single person, of 4980 N. Shalimar Court, of the City of Columbia, of the County of Boone, in the State of Missouri 65202, party or parties of the Second Part:

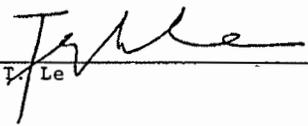
WITNESSETH, That the said party or parties of the First Part in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to wit:

Lot Seventeen (17) of Gas Light Acres, BLOCK 2 AS SHOWN BY THE PLAT RECORDED IN Plat Book 8, Page 8, Records of Boone County, Missouri. Subject to easements and restrictions of record

The street address of said tract of land is 1603 E. Tower Drive, Columbia, MO 65202.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or person for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

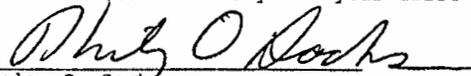
IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

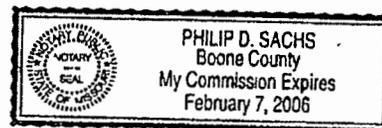
  
\_\_\_\_\_  
Trung T. Le

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF BOONE     )

On this 7 day, April, 2003, before me personally appeared Trung T. Le known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Columbia, County of Boone, State of Missouri the day and year first above written. My term expires February 7, 2006.

  
\_\_\_\_\_  
Philip D. Sachs  
Notary Public



# Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

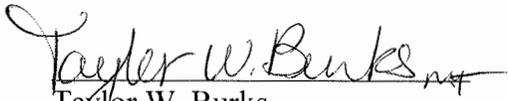
In the County Commission of said county, on the 22nd day of May 20 18

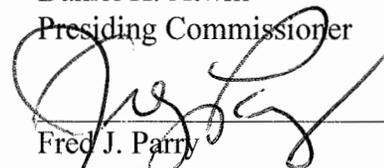
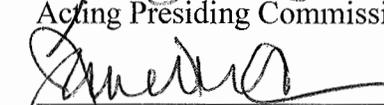
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 730 Demaret, parcel #17-313-11-01-167.00 01.

Done this 22nd day of May, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

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

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	May Session
730 Demaret Drive	)	April Adjourned
Columbia, MO 65202	)	Term 2018
	)	Commission Order No. 274-2018

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 22<sup>nd</sup> day of May 2018, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage and other refuse on the premises.
4. The location of the public nuisance is as follows: 730 Demaret Drive a/k/a parcel# 17-313-11-01-167.00 01, Section 11, Township 48, Range 12 as shown in deed book 3769 page 0151, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 17<sup>th</sup> day of April to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

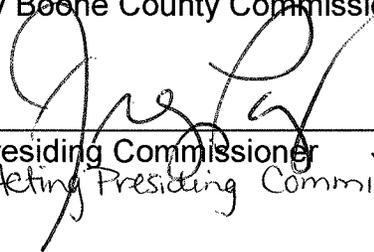
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner  
Acting Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 5/4/18 @ ~ 2:50 pm  
730 Demaret Drive



Charles L. James  
730 Demaret Drive  
Health Department nuisance notice - timeline

- 4/10/18: citizen complaint received
- 4/10/18: initial inspection conducted
- 4/13/18: notice of violation sent to owner, return receipt requested
- 4/17/18: owner signed for notice
- 5/4/18: reinspection conducted – violation not abated - photographs taken at ~ 2:50 pm
- 5/7/18: hearing notice sent



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Charles L. James  
828 W. Farm Road 182  
Springfield, MO 65810

An inspection of the property you own located at 730 Demaret Drive (parcel # 17-313-11-01-167.00 01) was conducted on April 10, 2018 and revealed junk, trash, rubbish, garbage and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, May 22, 2018 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 7<sup>th</sup> day of May 2018 by ya

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Charles L. James
828 W. Farm Road 182
Springfield, MO 65810

An inspection of the property you own located at 730 Demaret Drive (parcel # 17-313-11-01-167.00 01) was conducted on April 10, 2018 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 13th day of

April 2018 by [Handwritten initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

7017 2680 0000 8832 1601

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL MAIL USE**

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate):

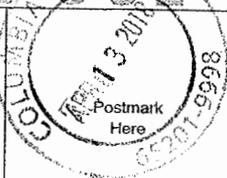
Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_



Postage \$ \_\_\_\_\_

Total Postage & Fees \$ 6.67

Sent To CHARLES L JAMES

Street and Apt. 828 W FARM ROAD 182

City, State, ZIP: SPRINGFILED, MO 65810

PS Form 3800

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CHARLES L JAMES  
828 W FARM ROAD 182  
SPRINGFILED, MO 65810



9590 9402 3508 7275 6823 40

2. Article Number (Transfer from service label)

017 2680 0000 8832 1601

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  X  Agent  Addressee

B. Received by (Printed Name) CHARLES L JAMES C. Date of Delivery 4/17/18

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	



Kristine Vellema <kris.vellema@como.gov>

1 message

Kala Wekenborg-Tomka <michala.wekenborg@como.gov>  
To: Kristine Vellema <kris.vellema@como.gov>

Tue, Apr 10, 2018 at 1:42 PM

this 1 is yours - gave the other one to Steph

On Tue, Apr 10, 2018 at 1:05 PM, Kristine Vellema <kris.vellema@como.gov> wrote:  
James Gruender - says there are 3 houses on Demaret with very larges piles of junk, trash and furniture piled up outside - 602-315-8921

--

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: kris.vellema@como.gov or by calling 573-874-7346.

**Kristine N. Vellema**  
Environmental Public Health Specialist  
Columbia/Boone County Department of Public Health  
1005 W. Worley Street  
Columbia, MO 65203  
(573) 874-7346  
FAX (573) 817-6407

--  
Kala Wekenborg-Tomka, MHA  
Environmental Public Health Supervisor  
Columbia/Boone County Public Health and Human Services  
573.874.7346 www.gocolumbiamo.com

My e-mail address has changed to: michala.wekenborg@como.gov Thank you!

4/10:

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.

706: trash  
708: trash, TV  
711: trash

730: couches, mattress  
730: trash  
715: trash, fire  
719: mattress, trash  
750: trash TV

# Tom Schauwecker Assessor

**Parcel** 17-313-11-01-167.00 01

**Property Location** 730 DEMARET DR

**City**  
**Library** BOONE COUNTY (L1)

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** COLUMBIA (C1)

**Owner** JAMES CHARLES L  
**Address** 828 W FARM RD 182  
**City, State Zip** SPRINGFIELD, MO 65810

**Subdivision Plat Book/Page** 0010 0002

**Section/Township/Range** 11 48 12  
**Legal Description** FAIRWAY MEADOWS BLK 1  
LOT 1

**Lot Size** 80.00 x 140.00

**Deed Book/Page** 3769 0151 1046 0092

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	15,100	98,000	113,100	RI	2,869	18,620	21,489
<b>Totals</b>	15,100	98,000	113,100	<b>Totals</b>	2,869	18,620	21,489

### Most Recent Tax Bill(s)

Residence Description			
<b>Year Built</b>	1967 (ESTIMATE)		
<b>Use</b>	FOUR-PLEX (104)		
<b>Basement</b>	FULL (4)	<b>Attic</b>	NONE (1)
<b>Bedrooms</b>	8	<b>Main Area</b>	1,786
<b>Full Bath</b>	4	<b>Finished Basement Area</b>	1,700
<b>Half Bath</b>	0		
<b>Total Rooms</b>	16	<b>Total Square Feet</b>	3,486

## Boone County Assessor

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

assessor@boonecountymmo.org

**Office** (573) 886-4251

**Fax** (573) 886-4254

# Boone County, Missouri

Unofficial Document

Recorded in Boone County, Missouri

Date and Time 02/17/2011 at 12:01:53 PM

Instrument # 2011002955 Book 3769 Page 151

Grantor JAMES, TRACY R

Grantee JAMES, CHARLES L

Instrument Type QTCL

Recording Fee \$27.00 S

No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



## Quit-Claim Deed

THIS INDENTURE, Made on the 15<sup>th</sup> day of February, 2011, by and between

Tracy R. James (a/k/a Tracy James), a single person

of the County of Greene, State of Missouri, party or parties of the first part,  
and

Charles L. James  
of the County of Greene, State of Missouri, party or parties of the second  
part,

(Mailing address of said first named grantee is 2974 W. Knob Hill St., Springfield Mo 65810)

WITNESSETH, that the said party or parties of the first part, in consideration of the sum of ONE DOLLARS (\$1.00) to her in hand paid by the said party or parties of the second part (the receipt of which is hereby acknowledged) does by these presents, REMISE, RELEASE and FOREVER QUITCLAIM unto the said party or parties of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of, and State of Missouri, to wit:

Lot One (1), Block No. 1 of Fairway Meadows, a subdivision located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 11, Township 48 North, Range 12 West, as shown by the plat recorded in Plat Book 10 at Page 2, Records of Boone County, Missouri.

Lot Number Sixty-four (64) of Odon Guitar's Subdivision and Park Addition to the City of Columbia, Boone County, Missouri.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the second part, and unto his heirs and assigns forever; so that neither the said party or parties of the first part, nor her heirs nor any other person or persons, for her or in her name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

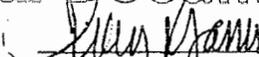
IN WITNESS WHEREOF, the said party or parties of the first party has hereunto set my hand and seal the day and year above written.

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO FEB 17 2011

## Unofficial Document

  
Tracy R. James

STATE OF MISSOURI

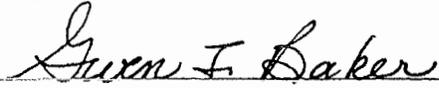
}  
}  
}

ss:

COUNTY OF

On this 15<sup>th</sup> day of February, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tracy R. James (a/k/a Tracy James), a single person to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Springfield Missouri, the day and year last above written.



Notary Public within and for said County and State

My commission expires: 6-29-2014

GWEN I. BAKER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County - Comm#10433458  
My Commission Expires June 29, 2014

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 22nd day of May 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 utilization of the TIPS cooperative term and supply contract 107165 with Mobile Wireless LLC of Plano, Texas to provide Networking Equipment, Software, and Services on an as needed basis.

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

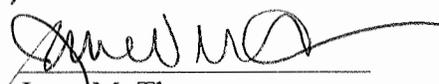
Done this 22nd day of May, 2018

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

Absent  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
Acting Presiding Commissioner

  
Janet M. Thompson  
District II Commissioner

**PURCHASE AGREEMENT  
NETWORKING EQUIPMENT, SOFTWARE AND SERVICES**

**THIS AGREEMENT** dated the 22<sup>nd</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mobile Wireless LLC**, herein "Vendor or ADS."

**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 **Networking Equipment, Software and Services**, in compliance with all bid specifications and any addendum issued for The Interlocal Purchasing System (TIPS) contract number **1071615**, Certificate of Awarded Contract, Boone County Standard Contract Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, and Debarment Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the TIPS contract number **1071615** shall prevail and control over the vendor's bid response.
- 2. Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Networking Equipment, Software and Services**. Equipment, software, services and warranty shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's response, as needed and as ordered by the County.
- 3. Purchase Order(s)** - Vendor will provide a written, firm quote for each project requested by the County. A Purchase Order will be issued by County to Vendor and Purchase Order will reference "**TIPS ORDER, Contract #1071615**". County will email a "confirmation only copy" Purchase Order to TIPS at [bids@tips-usa.com](mailto:bids@tips-usa.com) to verify correct price quote.
  - Vendor delivers goods/services directly to County.
  - Vendor invoices County directly.
  - Vendor receives payment directly from County.
- 4. Pricing** - The Vendor contracts to provide pricing to County that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.
- 5. Warranty** - Manufacturer's minimum standard warranty shall apply.
- 6. Contract Duration** - This agreement shall commence on **the date of the contract agreement and extend through July 26, 2018** subject to the provisions for termination specified below.
- 7. Delivery - FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Vendor agrees to coordinate delivery of equipment and service with the Boone County representative. The Vendor shall ship ordered products within five (5) working days after receipt of order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the County as to why the product has not shipped and shall provide an estimated shipping date. The County may cancel the order if estimated shipping time is not acceptable.
- 8. Billing and Payment** - All billing shall be invoiced to the department/address on the Purchase Order and billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications unless specified in contract. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the

disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

9. **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.

10. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**MOBILE WIRELESS/LLC**

by [Signature]

title Managing Member

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

[Signature]  
Daniel K. Atwill, Presiding Commissioner

[Signature]  
Fred J. Parry Acting Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature

by [Signature]

5/14/18  
Date

Term & Supply  
No Encumbrance Required  
Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

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

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

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$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; non-owned and both on and off the site of work.

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

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days

prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

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

**Certificate Holder address:**

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

Search

EMAIL PURCHASE ORDER TO: TIPSPO@TIPS-USA.COM  
ATTACH PO AS A PDF - ONLY ONE PO PER EMAIL  
PO MUST REFERENCE TIPS CONTRACT NUMBER

<b>OVERVIEW</b>	<b>DUE DILIGENCE</b>	<b>CONTACTS</b>	<b>FINANCIAL SERVICES</b>
<b>PRINT PROFILE</b>	<b>RESELLERS</b>		
<p><b>VENDOR</b> Mobile Wireless LLC</p> <p><b>WEBSITE</b> <a href="http://www.mobwireless.com">www.mobwireless.com</a></p> <p><b>SERVICE/PRODUCTS DESCRIPTION</b> NetMotion Wireless, Pulse Secure, 2FA</p> <p><b>AWARDED CONTRACTS</b></p> <p>CONTRACT: 1071615 Networking Equipment, Software and Services Jul-16-2015 to Jul-26-2018</p>			



## TIPS – The Interlocal Purchasing System

Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, Texas 75686  
1-866-839-8477 | [www.tips-usa.com](http://www.tips-usa.com)

---

June 22, 2017

Mobile Wireless LLC  
Alan McClintock  
1525 Brazos Trl.  
Plano, TX 75075

**RE:** TIPS AWARDED VENDOR ANNUAL CONTRACT RENEWAL

**CONTRACT NUMBER:** 1071615  
**CATEGORY:** Networking Equipment, Software and Services

Dear Awarded Vendor,

TIPS – The Interlocal Purchasing System, has reviewed the above listed Awarded Contract for Annual Renewal. Your contract has been **RENEWED** by the Region 8 Education Service Center Board of Directors, at the regularly scheduled board meeting, held on June 22, 2017.

This renewal is effective from June 22, 2017, to the end of the contract term on July 26, 2018.

If you have not reported sales through your TIPS Awarded Contract, please make every effort to promote and encourage TIPS Sales during the next 12 months. *Scoring of new awards includes a review of previous TIPS sales.*

If you have any questions, please contact the TIPS office at 866-839-8477.

Sincerely,

*Meredith Barton*

Meredith Barton  
TIPS Vice-President of Operations



## TIPS – The Interlocal Purchasing System

Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, Texas 75686  
1-866-839-8477 | [www.tips-usa.com](http://www.tips-usa.com)

---

June 23, 2016

Mobile Wireless LLC  
Alan McClintock  
1525 Brazos Trl.  
Plano, Texas 75075

**RE:** TIPS AWARDED VENDOR ANNUAL CONTRACT RENEWAL

**CONTRACT NUMBER:** 1071615

**CATEGORY:** Networking Equipment, Software and Services

Dear Awarded Vendor,

TIPS – The Interlocal Purchasing System, has reviewed the above listed Awarded Contract for Annual Renewal. Your contract has been **RENEWED**, for an additional 12 months, by the Region 8 Education Service Center Board of Directors, at the regularly scheduled board meeting, held on June 23, 2016.

If you have not reported sales through your TIPS Awarded Contract, please make every effort to promote and encourage TIPS Sales during the next 12 months. Scoring of new awards includes a review of previous TIPS sales.

If you have any questions, please contact the TIPS office at 866-839-8477.

Sincerely,

*Kim Thompson*

Kim Thompson  
TIPS Office Manager



4845 US Highway 271 North, Pittsburg, Texas 75686

July 16, 2015

Mobile Wireless LLC  
Alan McClintock  
1525 Brazos Trl.  
Plano, Texas 75075

RE: TIPS Awarded Contract –Networking Equipment, Software and Services  
TIPS Contract Number - 1071615

#### **CONTRACT AWARD**

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region VIII Education Service Center has awarded a contract for Networking Equipment, Software and Services, Contract Number 1071615 to Mobile Wireless LLC. This contract will be in effect from 07/16/2015 through 07/26/2018. With the option for automatic annual renewal at each 12 month review for the next two consecutive years if both parties agree and vendor has reported TIPS sales. Total term of contract may be up to 36 months.

#### **CONTRACT ADDENDUMS**

Only items submitted on the original proposal can be sold through this contract. If you need to change pricing or add products this can be done through an Addendum to your Awarded Contract. You can only add items that are in the same category. Email the request to add products or change pricing to [kim.thompson@tips-usa.com](mailto:kim.thompson@tips-usa.com).

#### **2% REPORTING OF SALES TO TIPS**

Awarded Vendor will receive a monthly email for the TIPS Sales Submission Report. This spreadsheet report must be completed and returned to TIPS with the 2% of sales from TIPS Members if vendor has had sales paid during that month. If no sales were paid, then no report is due. IT IS A REQUIREMENT THAT WE HAVE BACK UP INFORMATION SUBMITTED WITH THE SUBMISSION CHECK THAT IDENTIFIES THE MEMBER NAME, STATE, SALE AMOUNT, AND the 2% AMOUNT.

#### **PROCESSING PURCHASE ORDERS**

Awarded Vendor MUST direct TIPS members to email all PO's to [TIPSPO@tips-usa.com](mailto:TIPSPO@tips-usa.com). TIPS office will validate purchase orders and forward to you as the Awarded Vendor for processing. Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files.

#### **DOING BUSINESS IN WEST VIRGINIA**

If your company can serve members in West Virginia, you must review, agree, sign and forward by US Mail the enclosed **RESA-8 TERMS AND CONDITIONS** document in the addressed envelope. If you do not sign and mail this document, then your company will not be afforded the opportunity to sell products or services to any of the West Virginia Members through the TIPS Vendor Awarded Contracts. Do not return this form to the TIPS, Form must be mailed to

**RESA-8 Office in West Virginia at 109 South College Street, Martinsburg, West Virginia 25401.** You must have this document signed by RESA 8 prior to selling products through TIPS to WV members. If your company will not be doing business in West Virginia, disregard this section.

#### **VENDOR WEB PAGE REVIEW**

Go to [www.tips-usa.com](http://www.tips-usa.com) Hover over "Contracts" and click on "All Contracts". Find your company in the list and click on your company name. Take a moment to review the information posted for your company. Notify the TIPS office at 866-839-8477 of changes. If you would like to have your company logo displayed on your vendor page, you may email it to TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) and we will be glad to add it to your vendor page. Format: (JPG – 350 x 350 Pixels – White or Transparent Background Color – Your logo does not have to be square; it has to fit on a 350 x 350 square space)

#### **SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS**

Individual Awarded Vendors must set up their own TIPS Login and Password. (Primary Contact Only) Here are the instructions:

1. Go to [www.tips-usa.com](http://www.tips-usa.com)
2. Hover over "Vendors" and click on "Vendor Login".
3. Click on "Reset Password" link.
4. Enter your email address, verify email address and click on "Send".
5. An automated email will be sent to the user. Click on the link in the email to complete the login setup.

Not all information can be changed by the vendor. If you are not able to update some information, notify the TIPS Office at [tips@tips-usa.com](mailto:tips@tips-usa.com) and request a vendor contract change. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc...)

You can also set up additional account users for your company. These users will not have the ability to make changes to the vendor profile. But they will be able to access TIPS Membership Information which will assist them in identifying new members for sales transactions.

#### **To SET-UP ADDITIONAL USERS:**

Hover over "My Account" and click on "Authorized Users – Click on Add Users. Fill in the required fields of information then click ADD. Users can be given FULL or VIEWER permissions. Full permission gives the user the same access as the Primary Contact. The person responsible for paying the TIPS 2% Admin Fee needs FULL permissions. *NOTE: the only person who can set up additional users is the Primary Contact for the Vendor Contract.*

#### **SIGNING UP NEW TIPS MEMBERS**

Awarded Vendors assist TIPS by signing up new TIPS members. New members bring additional sales for all TIPS Awarded Vendors. Click on Members. For all states (except- Texas and Arizona) entities may sign up for membership ONLINE. Texas and Arizona entities are required by their respective state's to complete the Interlocal Agreement document by clicking on the state within the US Map provided. Membership Forms (Interlocal Agreement and Board Resolution) are provided. Fill out the document and send to TIPS for processing.

# CERTIFICATE OF AWARDED CONTRACT



THE INTERLOCAL PURCHASING SYSTEM

**Awards**  
**Mobile Wireless LLC**  
**an Awarded Vendor Contract**  
**For**  
**Networking Equipment, Software and Services**  
**Contract #1071615**

**Contract Effective Dates**

**Year One – 07/16/2015 – 06/16/2016**

**Year Two -07/16/2016 – 06/16/2017**

**Year Three -07/16/2017 – 06/26/2018**

**\*Contract will automatically renew on the contract date if both parties agree and vendor has reported TIPS Sales during the previous 12 months.**

*Dr. David Fitts*

**Executive Director  
Region VIII ESC**



Visit [www.tips-usa.com](http://www.tips-usa.com) for details on this Awarded Vendor

# VENDOR CONTRACT

Between Mobile Wireless LLC and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**  
For  
**NETWORKING EQUIPMENT, SOFTWARE AND SERVICES**  
**#01071615**

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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**Contract – NETWORKING EQUIPMENT, SOFTWARE AND SERVICES**

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

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

### **Renewal of Contracts**

The NETWORKING EQUIPMENT, SOFTWARE AND SERVICES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

## Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 01071615". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

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

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

## **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Legal obligations**

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

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
- 

Check one of the following responses to the General Terms and Special Terms and Conditions:

- We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

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Contract – NETWORKING EQUIPMENT, SOFTWARE AND SERVICES



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center	Address
Email	david.mabe@tips-usa.com		4845 US Highway 271	
Phone	+1 (903) 243-4759		North	Contact
Fax	+1 (866) 749-6674		Pittsburg, TX 75686	
Bid Number	01071615	Contact	Kim Thompson, Coordinator of Office Operations	Department Building
Title	Networking Equipment, Software and Services			
Bid Type	RFP	Department Building		Floor/Room Telephone
Issue Date	05/01/2015			Fax
Close Date	6/12/2015 3:00:00 PM CT	Floor/Room		Email
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

**Company** Mobile Wireless LLC  
**Address** 1525 Brazos Trl.  
  
 Plano, TX 75075  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone** 1 (214) 8509886 85098  
**Fax** 1 (214) 8509886  
**Email**  
**Submitted** 6/12/2015 12:05:04 PM CT  
**Total** \$0.00

Signature Alan McClintock

Email alan@mobwireless.com

## Supplier Notes

Products offered are currently in high demand by SLED. Mobile Wireless LLC currently maintains DIR contract with exceptional reference. Thank you for your consideration.

## Bid Notes

## Bid Activities

## Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	<p>1. Click to start and join at the specified time and date:  <a href="https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990">https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990</a>  Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p><b>TO USE YOUR COMPUTER'S AUDIO:</b>  When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p><b>TO USE YOUR TELEPHONE:</b>  If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States  Long Distance: +1 (415) 655-0051  Access Code: 749-762-945  Audio PIN: Shown after joining the webinar</p>
05/07/15	Pre-Bid Webinar	<p>Time and date of the webinar:  Friday, May 8, 2015  2:00 PM CST</p>
05/13/15	Pre-Bid Webinar (Recorded)	<p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar:  <a href="https://www.tips-usa.com/prebidmeeting.html">https://www.tips-usa.com/prebidmeeting.html</a>  (You must have a video player plugin for your browser to view the recording.)</p>

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Plano
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No

9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	1
15	Years Experience	Company years experience in this category?	10
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	
18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	NetMotion Wireless, Pulse Secure, 2FA
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Alan McClintock
21	Primary Contact Title	Primary Contact Title	Managing Member
22	Primary Contact Email	Primary Contact Email	alan@mobwireless.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9725161365
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4695745000
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2148509886
26	Secondary Contact Name	Secondary Contact Name	Nina McClintock
27	Secondary Contact Title	Secondary Contact Title	Office Manager
28	Secondary Contact Email	Secondary Contact Email	nina@mobwireless.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2149125448
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Alan McClintock
33	2% Contact Email	2% Contact Email	alan@mobwireless.com

34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9725161365
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Alan McClintock
37	Purchase Order Contact Email	Purchase Order Contact Email	alan@mobwireless.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9725161365
39	Company Website	Company Website (Format - www.company.com)	www.mobwireless.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-3225612
41	Primary Address	Primary Address	1525 Brazos Trl.
42	Primary Address City	Primary Address City	Plano
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
44	Primary Address Zip	Primary Address Zip	75075
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	NetMotion Wireless, vpn, networking equipment, cjis requirements, police software, mobile software, Pulse Secure, 2FA, Advanced Authentication, Two Factor Authentication
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
47	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total:

\$0.00

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Resellers - Dealers
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Products Offered	Address	City	State
NetMotion Wireless	701 N. 34th St.	Seattle	WA
Pulse Secure	2700 Zander Rd., Ste 200	San Jose	CA
2FA	10713 N. FM 620	Austin	TX

Zip	Contact Name	Contact Email	Contact Phone
98103	Clif Weeks	<a href="mailto:Clif.Weeks@netmotionwi">Clif.Weeks@netmotionwi</a>	206-691-5500
95134	Bryan Atchison	<a href="mailto:batchison@pulsesecure.r">batchison@pulsesecure.r</a>	214-310-7131
78726	Greg Salyards	<a href="mailto:gsalyards@2fa.com">gsalyards@2fa.com</a>	512-918-3200

Contact Fax	Company Website
-------------	-----------------

(206) 691-5500	<a href="http://www.netmotionwireless.com">www.netmotionwireless.com</a>
408-372-9600	<a href="http://www.pulsesecure.net">www.pulsesecure.net</a>
512-918-3200	<a href="http://www.2FA.com">www.2FA.com</a>

**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES  NO



\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

Alan McClintock

\_\_\_\_\_  
Printed Name of Authorized Company Official

Mobile Wireless LLC

\_\_\_\_\_  
Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES <sup>AM</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES <sup>AM</sup> \_\_\_\_\_ Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES <sup>AM</sup> \_\_\_\_\_ Initial of Authorized Company Official

***Certification Regarding Lobbying***

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

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

NA

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_  
Name / Title of Submitting Official

\_\_\_\_\_  
Signature of Submitting Official

\_\_\_\_\_  
Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO  Initial of Authorized Company Official

YES  Initial of Authorized Company Official

Company Official: Alan McClintock

Company: Mobile Wireless LLC

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Mobile Wireless LLC

Mailing Address: 1525 Brazos Trl.

City: Plano

State: Texas

Zip: 75075

Telephone Number: (972) 516-1365

Fax Number: (469) 574-5000

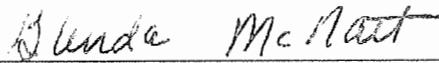
Email Address: alan@mobwireless

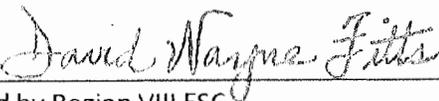
Authorized Signature: 

Printed Name: Alan McClintock

Position: Managing Member

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 7-16-15  
TIPS Authorized Signature Date

 7-16-15  
Approved by Region VIII ESC Date

***References***

<b>Organization</b>	<b>City</b>	<b>State</b>
Texas A&M University Police	College Station	Texas
City of Lake Worth	Lake Worth	Texas
City of Schertz	Schertz	Texas

**Contact Name****Contact Phone**

Robert Meyer

(979) 845-6633

Mark Ramsey

(817) 237-1211 x241

Kyle Gaertner

(210) 619-1187



Company ID Number: 1226681

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

Company ID Number: 1226681

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

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

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

*Mobile Wireless LLC*

*Alan McClintock - Managing Member*

\_\_\_\_\_  
Name and Title of Authorized Representative

*[Handwritten Signature]*

\_\_\_\_\_  
Signature

*5/17/18*

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2018

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Keith Sills	
Sills Insurance Agency 2817 Regal Rd Ste 101		<b>PHONE (A/C, No, Ext):</b> (972) 596-5866	<b>FAX (A/C, No):</b>
Plano TX 75075		<b>E-MAIL ADDRESS:</b> keith@sillsinsuranceagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER A:</b> Unitrin County Mutual	
Alan McClintock Mobile Wireless LLC 1525 BRAZOS TRL		<b>INSURER B:</b>	
PLANO TX 75075		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	4397138	03/28/2018	03/28/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 500000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
x	waiver of subrogation						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

**CERTIFICATE HOLDER****CANCELLATION**

County of Boone, Missouri  c/o Purchasing Dept 613 E Ash St Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Ronald Sills</i>
---	--

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276-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 22nd day of May 20 18

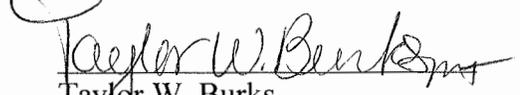
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the TIPS cooperative term and supply contract 170203 with American Digital Security of Kansas City, Missouri to provide Security Systems, Products, and Services on an as needed basis.

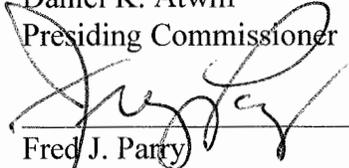
The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

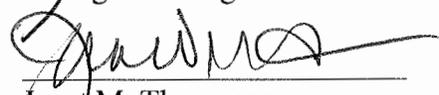
Done this 22nd day of May, 2018

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

Absent  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
Acting Presiding Commissioner

  
Janet M. Thompson  
District II Commissioner

**PURCHASE AGREEMENT  
SECURITY SYSTEMS PRODUCTS AND SERVICES**

**THIS AGREEMENT** dated the 22<sup>nd</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **American Digital Security, LLC**, herein "Vendor"

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for furnishing, delivery, installation and warranty of **Security Systems Products and Services**, in compliance with all bid specifications and any addendum issued for The Interlocal Purchasing System (TIPS) contract number **170203**, Boone County Standard Contract Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Debarment Certification, Prevailing Wage Order #25, Affidavit of Compliance with OSHA, and Affidavit of Compliance with Prevailing Wage Law. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the TIPS contract number **170203** shall prevail and control over the vendor's bid response.

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

- a) For non-prevailing wage work, ADS labor fees are \$95 per hour.
- b) For prevailing-wage work, Vendor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintain on file with the Boone County Purchasing Department. For the original contract period, that determination is Annual Wage Order #25, which is incorporated herein by reference. The Vendor further agrees that, in accordance with Missouri law, it shall forfeit as a penalty the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done by the Vendor pursuant to the provisions of RSMo Sec. 290.250. The Vendor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo, and the rules and regulations issued thereunder, and that any penalties assessed may be withheld from sums due the Vendor by the County.

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

- Vendor delivers goods/services directly to County.
- Vendor invoices County directly.
- Vendor receives payment directly from County.

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

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

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

6. **Contract Duration** - This agreement shall commence on **the date of the contract agreement and extend through April 23, 2020** subject to the provisions for termination specified below. The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

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

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

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

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

11. **Criminal Background Verification** - Boone County may require all employees of all Contractors be subjected to a fingerprint based Criminal Background Check. The Background Check for all Contractors’

employees will be administered by the Boone County Sheriff Department. Contractors can also utilize the Missouri State Highway Patrol's procedure for law enforcement/CJIS Vendor background checks. Each Contractor MUST fill out an Identification Application for each employee when requested. An identification badge will be issued to each Contractor employee authorized to access the site of the work.

**12. *Employment of Unauthorized Aliens Prohibited –***

- (a) Vendor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract, the Vendor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- (c) Vendor shall require each subcontractor to affirmatively state in its contract with Vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Vendor shall also require each subcontractor to provide Vendor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

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

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

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

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

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

**16. *Entire Agreement*** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**AMERICAN DIGITAL SECURITY, LLC**

by *William C. [Signature]*  
 title President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*[Signature]*  
 Daniel K. Atwill, Presiding Commissioner  
 Fred J. Pamy Acting Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
 County Counselor

ATTEST:  
*Taylor W. Bentz*  
 County Clerk

**AUDITOR CERTIFICATION**

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

<u><i>Jane E. Pitchford</i></u>	<u>5/15/18</u>	<u>Term &amp; Supply / IT</u>
Signature by <i>ajp</i>	Date	<u>No Encumbrance Required</u>
		Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

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

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

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

The Vendor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Vendor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Vendor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Vendor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Vendor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance -** The Vendor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Vendor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Vendor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Vendor or a subcontract for part of the services), of anyone directly or indirectly employed by Vendor or by any subcontractor, or of anyone for whose acts the Vendor or its

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



**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



4845 US Hwy 271 North | Pittsburg, TX 75686  
www.tips-usa.com 866-839-8477 tips@tips-usa.com

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April 26, 2018

American Digital Security  
Buddy Mason  
140 Westwoods Dr.  
Liberty, mo 64068

RE: TIPS Contract – **Security Systems Products and Services**  
TIPS Contract Number – **170203**

### **Renewal Letter**

Dear Buddy Mason,  
TIPS – The Interlocal Purchasing System, has reviewed the above listed Awarded Agreement for Annual Renewal. Your Agreement has been **RENEWED** until its final potential expiration date by the Region 8 Education Service Center Board of Directors, at the regularly scheduled board meeting, held on **04/26/2018**.

This renewal is effective **04/26/2018** to **04/23/2020**. If you have not reported sales through your TIPS Awarded Agreement, please make every effort to promote and encourage Sales under your TIPS Agreement during remainder of the contract term.

If you have any questions, please contact the TIPS office at 866-839-8477.  
If you object to this renewal, please contact TIPS immediately at Bids@tips-usa.com.

Sincerely,

**Meredith Barton**  
TIPS Vice-President of Operations  
The Interlocal Purchasing System



*"Purchasing Made Personal"*

## **TIPS VENDOR AGREEMENT INSTRUCTIONS**

If you have not taken exception or deviation to the agreement language in the solicitation attributes, please insert your company name on the first page below. This PDF document is a fillable form. Download the document to your computer, fill in your company name at the top of page 1, save the file, and upload to the AGREEMENT section of the "Response Attachments" tab. Next, download the AGREEMENT SIGNATURE FORM from the "Attachment" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab.

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

# TIPS VENDOR AGREEMENT

Between American Digital Security LLC and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 170203 Security Systems Products and Services

### General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

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

### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

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

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

### **Pricing**

The Vendor Agreements to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

### **Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

### **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

### **State of Texas Franchise Tax**

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

### **Miscellaneous**

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

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

### **Cancellation for non-performance or Agreement deficiency**

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in Agreement cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this Agreement shall become the property of the TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Agreement**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

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

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

**Legal obligations**

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

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

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

**Services**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

#### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

#### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

#### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

#### **Incorporation of Solicitation**

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
- 

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 170203 Security Systems Products and Services

Company Name American Digital Security LLC

Address 140 Westwoods Dr

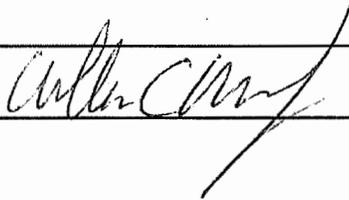
City Liberty State Mo Zip 64068

Phone 816.415.4237 Fax 816.415.4355

Email of Authorized Representative Buddy@securitybyads.com

Name of Authorized Representative William C. Mason Jr

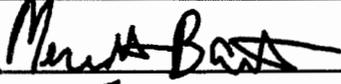
Title President

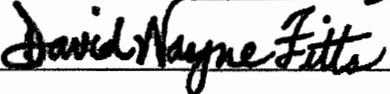
Signature of Authorized Representative 

Date 2/2/2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8  Executive Director Region 8 ESC

Date April 27, 2017

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	Contact Information	Ship to Information
Bid Creator Rick Powell	Address Region VIII Education Service Center	Address
Email rick.powell@tips-usa.com	4845 US Highway 271	
Phone (903) 575-2689	North	Contact
Fax	Pittsburg, TX 75686	
Bid Number 170203	Contact Kim Thompson, TIPS	Department
Title Security Systems Products and Services	Office Manager	Building
Bid Type RFP	Department	Floor/Room
Issue Date 2/2/2017 01:01 AM (CT)	Building	Telephone
Close Date 3/17/2017 03:00:00 PM (CT)	Floor/Room	Fax
	Telephone +1 (866) 839-8477	Email
	Fax +1 (866) 839-8472	
	Email bids@tips-usa.com	

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**Supplier Information**

Company American Digital Security
Address 140 Westwoods Dr.
Liberty, MO 64068
Contact
Department
Building
Floor/Room
Telephone (816) 415-4237
Fax (816) 415-4355
Email
Submitted 3/9/2017 05:14:40 PM (CT)
Total \$0.00

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

Signature William C Mason Email buddy@securitybyads.com

Supplier Notes

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Bid Notes

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Bid Activities

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Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	MO,KS,TX,OK
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	American Digital Security (ADS), a Missouri company, is a Minority (MBE) owned company. ADS's long list of big business clients agrees this company is a major player in the security industry. In business since 2002, ADS has grown from revenues of \$750,000 in its first year of operation to over \$12.8 million a year in 2016. ADS offers a state contract through (TIPS) The Interlocal Purchasing System for Kansas, Missouri, Iowa, Oklahoma and Texas. We specialize in the design, system installation, and service of megapixel IP video surveillance, card access control, visitor management, emergency active shooter notification, door intercom systems and intrusion detection systems.
6	Primary Contact Name	Primary Contact Name	Buddy Mason
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	buddy@securitybyads.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	816.415.4237
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	816.415.4355
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	816.694.9804
12	Secondary Contact Name	Secondary Contact Name	Jen Smead
13	Secondary Contact Title	Secondary Contact Title	Sales Executive
14	Secondary Contact Email	Secondary Contact Email	Jen@securitybyads.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	816.415.4237
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	816.415.4355
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	816.522.4346
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Tabitha Logan
19	Admin Fee Contact Email	Admin Fee Contact Email	Tabitha@securitybyads.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	816.415.4237
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Tyson LeFleur
22	Purchase Order Contact Email	Purchase Order Contact Email	Tyson@securitybyads.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	816.415.4237
24	Company Website	Company Website (Format - www.company.com)	www.SecurityByADS.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	753030695
26	Primary Address	Primary Address	140 Westwoods Dr.
27	Primary Address City	Primary Address City	Liberty
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Missouri
29	Primary Address Zip	Primary Address Zip	64068
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Security, cameras, card access, access control, card readers, surveillance, intercoms, emergency notification, IP cameras,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Liberty
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Missouri
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No

38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	14
44	Years Experience	Company years experience in this category?	15
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	1 year
47	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
48	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  Do you have any conflicts under this statutory requirement?	No

49 Filing of Form CIQ

If yes (above), have you filed a form CIQ as directed here?

50 Regulatory Standing

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

Yes

51 Regulatory Standing

Regulatory Standing explanation of no answer.

52 Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

(No Response Required)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

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

including suspension and / or debarment.

54 Suspension or Debarment Certification

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

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

55 Non-Discrimination Statement and Certification

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

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

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

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

USDA is an equal opportunity provider, employer, and lender.

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

56 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

57 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

58 2 CFR PART 200 (B) Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor

would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

- 59 2 CFR PART 200 (G) Clean Air Act Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein. Does vendor agree? Yes
- 60 2 CFR PART 200 (H) Debarment and Suspension Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein. Does vendor agree? Yes
- 61 2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein. Does vendor agree? Yes

62 2 CFR PART 200 Federal Rule (12)

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Yes

Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

63 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

Yes

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

64 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

65 Remedies

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

Yes, I Agree

66 Remedies Explanation of No Answer

- 67 Choice of Law This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. Yes  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?
- 68 Jurisdiction and Service of Process Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties. Yes  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?
- 69 Alternative Dispute Resolution Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost. Yes, I Agree  
Do you agree to these terms?
- 70 Alternative Dispute Resolution Explanation of No Answer
- 71 Infringement(s) The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved. Yes, I Agree

Do you agree to these terms?

72 Infringement(s) Explanation of No Answer

73 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?

Yes, I Agree

74 Acts or Omissions Explanation of No Answer

75 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

76 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.  
Funding out Clause:  
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

77 Insurance and Fingerprint Requirements  
Information

(No Response Required)

Insurance

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

Fingerprint

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

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

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

79 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

80 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

81 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement? Yes

82 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

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Line Items

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Response Total:

\$0.00

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## Certification Regarding Lobbying

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

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

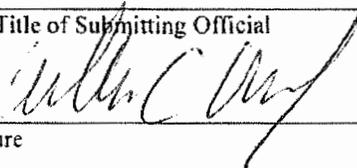
American Digital Security LLC

140 Westwoods Dr Liberty Mo 64068

Name/Address of Organization

Willima C. Mason Jr/President

Name/Title of Submitting Official

  
Signature

2/2/2017

Date



## PROCUREMENT

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: William C. Mason Jr  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: \_\_\_\_\_

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

Signature of Authorized Company Official: William C. Mason Jr

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**  
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF**  
**PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** \_\_\_\_\_  
(Name of Corporation)

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

\_\_\_\_\_  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

\_\_\_\_\_  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
CORPORATE SEAL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

YES or NO

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

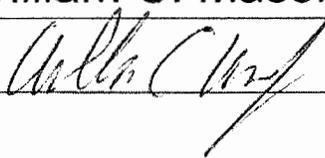
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name American Digital Security LLC

Print name of authorized representative William C. Mason Jr

Signature of authorized representative 

Date 2/2/2017

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.**

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I **DO NOT** desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

American Digital Security LLC

Name of company claiming confidential status of material

William C. Mason Jr - President

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

140 Westwoods Dr	Liberty	Mo	64068	816.415.4237
Address	City	State	ZIP	Phone

ATTACHED ARE COPIES OF 30 PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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

Name of company expressly waiving confidential status of material

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address	City	State	ZIP	Phone
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# Missouri Regional Certification Committee



\* Metro

\* City of St. Louis

\* City of Kansas City

\* Kansas City Area Transportation Authority

• Missouri Department of Transportation

• East-West Gateway Council of Governments

*In accordance with the requirements for certification as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation's 49 CFR Part 26, the Missouri Regional Disadvantaged Business Enterprise Unified Certification Program presents this DBE Certificate to:*

**AMERICAN DIGITAL SECURTY, LLC**

Phillip Yelder, Director: Human Relations

Date Issued: September 26, 2016

**Certification Codes:**

Security Systems Services NAICS 561621  
Low Voltage Electrical Contracting NAICS 238210

Annual Report Forms are available online at [www.kcmo.org](http://www.kcmo.org)

*You are responsible for submitting your annual paperwork 60 days prior to expiration.*

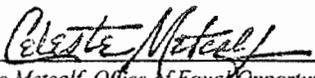


***State of Missouri***  
***Office of Administration***  
***Office of Equal Opportunity***

*Doug Nelson*  
*Commissioner of Administration*

*Celeste Metcalf*  
*Director*

*This is to certify American Digital Security, LLC qualifies as a Minority-Owned Business Enterprise that has met the eligibility criteria established by the State of Missouri, Office of Administration.*

  
\_\_\_\_\_  
*Celeste Metcalf, Office of Equal Opportunity*

*Certification Number M03470 Date of Issue 1/7/2015 Date of Expiration 8/1/2017*

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

## CITY OF KANSAS CITY, MISSOURI

Human Relations Department  
414 E. 12<sup>th</sup> Street, 4<sup>th</sup> Floor  
Kansas City, Missouri 64106  
(816) 513-1810 Phone  
(816) 513-1805 Fax

*In accordance with the requirements for certification as a Minority Business Enterprise (MBE) as defined by Chapter 3 Code of General Ordinance it has been determined that your firm does qualify for participation in the MBE Program. The work performed by your firm will only count toward contractual MBE goals. The Department will monitor the operations of your firm to ensure that it continues to operate in compliance with the regulations and intent of the MBE program:*

### AMERICAN DIGITAL SECURITY, LLC

Phillip Yelder, Director of Human Relations

Date Issued: September 26, 2016

**Certification Codes:**

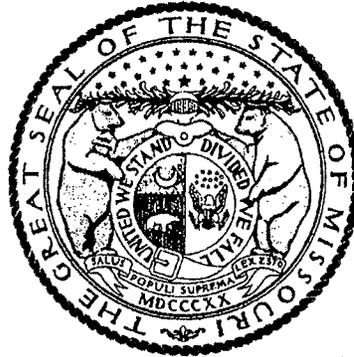
Security Systems Services NAICS 561621  
Low Voltage Electrical Contracting NAICS 238210

Annual Update Forms are available online at [www.kcmo.org](http://www.kcmo.org)

**PLEASE NOTE:** Each year you must provide an Annual Update Form 60 days prior to your certification anniversary date.  
03/12

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 25

Section 010

**BOONE COUNTY**

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

Original Signed by \_\_\_\_\_

Matt Cowell, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker			\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)			\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction\Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier			\$27.32	122	76	\$12.08
Ironworker			\$29.49	11	8	\$25.96
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.22	60	15	\$16.85
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright			\$26.34	60	15	\$16.85
Operating Engineer						
Group I			\$29.06	86	66	\$26.00
Group II			\$29.06	86	66	\$26.00
Group III			\$27.81	86	66	\$26.00
Group III-A			\$29.06	86	66	\$26.00
Group IV			\$26.83	86	66	\$26.00
Group V			\$29.76	86	66	\$26.00
Painter			\$23.69	18	7	\$12.08
Pile Driver			\$26.34	60	15	\$16.85
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate



**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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

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

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction)\Lineman		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$28.56	2	4	\$13.52
Skilled Laborer		\$28.56	2	4	\$13.52
Millwright		\$31.02	23	16	\$16.85
Operating Engineer					
Group I		\$28.14	21	5	\$25.89
Group II		\$27.79	21	5	\$25.89
Group III		\$27.59	21	5	\$25.89
Group IV		\$23.94	21	5	\$25.89
Oiler-Driver		\$23.94	21	5	\$25.89
Pile Driver		\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.87	25	21	\$12.85
Group II		\$30.03	25	21	\$12.85
Group III		\$30.02	25	21	\$12.85
Group IV		\$30.14	25	21	\$12.85

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

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

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

## BOONE COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

**BOONE COUNTY  
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

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

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

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

## **BOONE COUNTY HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

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

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

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





**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the American Digital Security, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 288579

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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

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

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

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Approved by:

<b>Employer</b> American Digital Security, LLC	
Name (Please Type or Print) Babette Dickerson	Title
Signature Electronically Signed	Date 12/09/2009
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/09/2009

Company ID Number: 288579

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	American Digital Security, LLC
Company Facility Address	140 Westwoods Dr Liberty, MO 64068
Company Alternate Address	
County or Parish	CLAY
Employer Identification Number	753030695
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 288579

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

MISSOURI

1 site(s)

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

Name William C Mason  
Phone Number (816) 415 - 4237  
Fax Number (816) 415 - 4355  
Email Address buddy@securitybyads.com

Name Tabitha A Logan  
Phone Number (816) 415 - 4237  
Fax Number (816) 415 - 4355  
Email Address tabitha@securitybyads.com

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Employment Eligibility Verification



Welcome Babette Dickerson

User ID BDIC2060

Last Login 01:29 PM - 03/15/2013 Log Out

Click any ? for Help

- Home
- My Cases**
- New Case
- View Cases
- Search Cases
- My Profile**
- Edit Profile
- Change Password
- Change Security Questions
- My Company**
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports**
- View Reports
- My Resources**
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

### Company Information

**Company Name:** American Digital Security, LLC



**Company ID Number:** 288579

**Doing Business As (DBA) Name:**

**DUNS Number:** 127944697

#### Physical Location:

**Address 1:** 140 Westwoods Dr

**Address 2:**

**City:** Liberty

**State:** MO

**Zip Code:** 64068

**County:** CLAY

#### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

#### Additional Information:

**Employer Identification Number:** 753030695

**Total Number of Employees:** 10 to 19

**Parent Organization:**

**Administrator:**

#### Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES



**Total Hiring Sites:** 1



**Total Points of Contact:** 2



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 22nd day of May 20 18

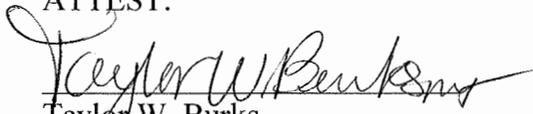
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 25-30APR18 – Simulcast Hardware and Miscellaneous Equipment to Orolia USA, Inc., d/b/a Spectracom Corporation.

Terms of the contract 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 22nd day of May, 2018

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

Absent  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
Acting Presiding Commissioner

  
Janet M. Thompson  
District II Commissioner

**PURCHASE AGREEMENT  
FOR SIMULCAST HARDWARE AND MISCELLANEOUS EQUIPMENT**

**THIS AGREEMENT** dated the 22<sup>nd</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Orolia USA, Inc., d/b/a Spectracom Corporation**, herein "Vendor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of Simulcast Hardware and Miscellaneous Equipment in compliance with all bid specifications issued for Boone County Request for Bid **25-30APR18** and the Vendor's bid response dated April 16, 2018 executed by E. O'Connor on behalf of Vendor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the vendor's bid response.

**2. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Simulcast Hardware and Miscellaneous Equipment** which shall be provided in conformity with the contract documents for the prices set forth in Bidder's bid response, as needed and as ordered by the County as follows:

Description	Make/Model	Quantity	Each	Extended
Tone Filter Units: Spectracom model 1118-2 CTCSS per 2.2.1.	Spectracom 1118-2	20	\$680.00	\$13,600.00
Selector/Distribution Amplifier: Spectracom SAS-36E per 2.2.2.	Spectracom SAS-36E	1	\$3,200.00	\$3,200.00
Grand Total				\$16,800.00

**3. Warranty** is 5-year limited warranty from date of shipment and is outlined on the attached *Spectracom Limited Warranty*.

**4. Delivery** - Delivery after receipt of order and Notice to Proceed shall be made within 70 calendar days. Delivery address: Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery is: (573) 554-1000.

**5. Billing and Payment** - All billing / invoices shall be sent to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, Columbia, Missouri 65202. Billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications. Vendor shall send just **one invoice** to the County at completion of service/delivery of goods.

Payment Terms: Net 30 days after receipt of invoice following delivery and acceptance of equipment.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

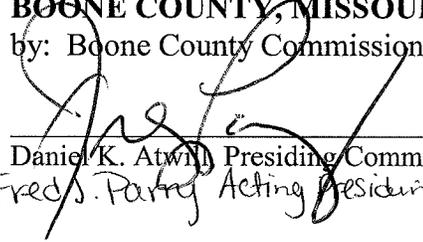
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

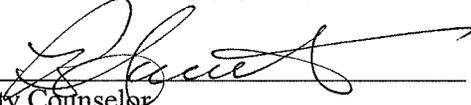
**OROLIA USA, INC.  
D/B/A SPECTRACOM CORPORATION**

by   
title MICHAEL PAYNE - CONTRACT MANAGER

**BOONE COUNTY, MISSOURI**  
by: Boone County Commission

  
Daniel K. Atwill Presiding Commissioner  
Fred S. Parry Acting Presiding Commissioner

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
County Clerk

**AUDITOR CERTIFICATION**

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

Jane Pitchford by HLI  
Signature

5-15-18  
Date

4102-71231 / \$16,800.00

Appropriation Account

**4.0. RESPONSE FORM**

Vendor Name: OROLIA USA Inc - dba Spectracom  
 Address: 1565 JEFFERSON RD #460  
 City/Zip: ROCHESTER, NY 14623  
 Phone Number: 585-321-5800  
 E-Mail: order.entry@spectracom.com  
 Fax Number: 585-321-5219  
 Federal Tax I.D. 16-6489991  
 Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

The undersigned offers to furnish and deliver the articles and/or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

Authorized Representative (Sign by Hand): E. O'Connor Date: April 16, 2018

Print Name and Title of Authorized Representative:  
E. O'CONNOR SALES REP-SIMULCAST SOLUTIONS

**4.1. PRICING -**

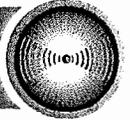
**4.1.1.**

Description	Make/Model	Quantity	Each	Extended
Tone Filter Units: Spectracom model 1118-2 CTCSS per 2.2.1.	Spectracom 1118-2	20	\$ 680.00	\$ 13,600.00
Selector/Distribution Amplifier: Spectracom SAS-36E per 2.2.2.	Spectracom SAS-36 E	1	\$ 3200.00	\$ 3200.00
Grand Total				\$ 16,800.00

**4.1.2. Delivery:** Delivery days after receipt of order (# of calendar days): 70 DAYS

**4.1.3. Warranty:** Describe or attached warranty on equipment:  
5 year limited warranty after shipment

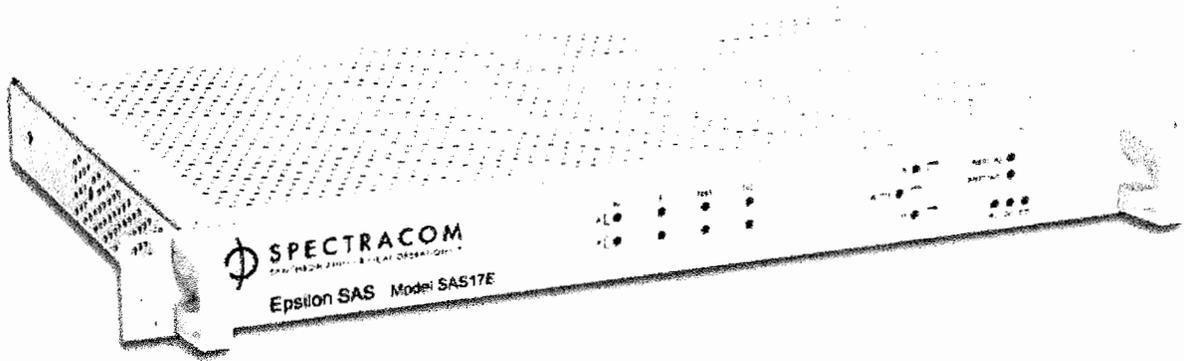
**4.1.4. Describe Any Deviations from specifications:**  
NONE



# Epsilon Switch and Amplifier System

## IP Managable

### Models SAS-17E & SAS-36E



- **Large signal distribution**
  - Frequency signal (1 to 16 MHz range)
  - 1PPS TTL
  - Time of Day message (RS-232 serial line)
  - Customization available
- **Very low additional phase noise**
- **Redundant source monitoring**
- **Limited phase jump when switching**
- **External clock status (relay contact)**
- **Remote management by SNMP/HTTP through Ethernet port**
- **RoHS Compliant**

The Epsilon™ Switch and Amplifier System (SAS-E) provides a cost effective way to build a time and frequency distribution system. It accommodates a redundant clock system with very high operational availability. The SAS-E achieves redundant time and frequency source monitoring through intelligent and automatic switching. This 19" wide rack mount device amplifies signals from the selected source and offers a large quantity of output channels.

When two external clocks are connected, the SAS-E offers a powerful redundant function by automatically selecting the best functioning source. The selection may also be bypassed by the user to allow maintenance or single-clock operation. In all cases, the distributed signals (Frequency, 1PPS, ToD, and Status) are used from the same source clock. When in automatic mode, if the selected source is detected as faulty, the SAS-E switches all the distributed signals to the other available source. The signals are amplified using analog electronics to ensure the lowest frequency phase noise and high RF isolation.

Setup, status, and alarms are accessible by remote control through any web browser and/or through SNMP protocol. Monitoring (voltage level checking and minimal period detection) is reported through dedicated LEDs.

The SAS-E is available in two versions to handle the output capacity of the application. The SAS-17E is 1U high. The SAS-36E is 2U high.

Contact the factory with requests for a customized combination of outputs and signal types.

Model	Frequency	1PPS	ToD	Status
SAS-17E	8	8	2	1
SAS-36E	16	16	2	1



## Specifications

### Inputs (signals from source clock A and B)

#### Frequency:

1 to 16 MHz sine wave  
0 to 17 dBm / 50  $\Omega$  (nominal)  
BNC Connector

1 Pulse Per Second: TTL / 50  $\Omega$ , BNC connector

**Message Time of Day:** RS-232C, DIN connector

**Alarm:** relay contact, jack connector

1 Differential Spare Signal DIN connector

#### Additional Phase Noise (typical):

10 Hz	-120 dBc/Hz
100 Hz	-145 dBc/Hz
1 kHz	-155 dBc/Hz
10 kHz	-160 dBc/Hz

## Outputs

### 8 Channel Version

#### 8 x Frequencies:

1 MHz up to 16 MHz sine wave, according to selected source  
Gain 1 / 50  $\Omega$  nominal  
BNC connector  
Harmonic Distortion: <-35 dBc

#### 8 x 1 Pulse Per Second:

TTL / 50  $\Omega$   
BNC connector

**2 Messages Time of Day:** RS-232C, DIN connector

#### Alarms:

Urgent / Non Urgent Relay contacts  
USB connector

#### 1 Differential spare signal:

DIN connector

### 16 Channel Version

#### 16 x Frequencies:

1 MHz up to 20 MHz sine wave, according to selected source  
Gain 1 / 50  $\Omega$  nominal  
BNC connector  
Harmonic Distortion: <-35 dBc

#### 16 x 1 Pulse Per Second:

TTL / 50  $\Omega$   
BNC connector

**2 Messages Time of Day:** RS-232C, DIN connector

#### Alarms:

Urgent / Non Urgent Relay contacts  
USB connector

#### 1 Differential spare signal:

DIN connector (4 non-isolated outputs)

## Remote Control

Remote control and monitoring is based on SNMP protocol implementation. SNMP v1 (RFC 1157), SNMP v2 (RFC 1901-1908), and SNMP v3 (RFC 3411-3418) are supported.

Management Interface Base (MIB) is provided to customers as a text file. MIB 1 (RFC 1156) and MIB 2 (RFC 1213) are supported.

Configuration setup can be done through an Ethernet network using a standard web browser with password protection.

## Configuration Versions

### SAS-17E

Switch and Amplifier 8 channel version:

Connected to 2 sources, one of them is selected, amplified, and distributed (8 x Freq., 8 x 1PPS, 2 x ToD)

### SAS-36E

Switch and Amplifier 16 channel version:

Connected to 2 sources, one of them is selected, amplified, and distributed (16 x Freq., 16 x 1PPS, 2 x ToD)

## Front Panel LEDs

- 4 status green LEDs per source clock to display input signal detection (Alarm, Freq., 1PPS, ToD)
- 2 alarm red LEDs to display urgent and non urgent alarms
- 3 position switch and 3 orange LEDs to select and display the source clock
- 1 Ethernet green LED
- 2 status green LEDs for AC and DC power supplies

## Power

### Power Supply:

AC Supply: 90 to 265 V / 48 to 63 Hz

DC Supply: 20 to 75 V / -75 to -20 V

**Power Consumption:** 15 W nominal, 25 W maximum

## Physical

### Size:

19" 1 U unit (483 x 340 x 44 mm) (8 Channel)

19" 2 U unit (483 x 340 x 88 mm) (16 Channel)

### Weight:

< 5 kg (8 Channel)

< 7 kg (16 Channel)

## Environmental

**Operating Temperature:** -5° to 60°C

**Storage Temperature:** -40° to 85°C

**Relative Humidity:** 95% RH @ 40°C, non-condensing

**CE Compliance:** EN 55022/EN 50082/EN 61000

**RoHS Compliant**

**CTCSS Tone Filter**  
**Model 1118**  
*User Manual*

*For use with SecureSync  
GPS Master Oscillators*

*1565 Jefferson Road  
Rochester, NY 14623  
Phone: US +1.585.321.5800  
Fax: US +1.585.321.5219*



***www.spectracomcorp.com***  
***Part Number 1118-5000-0050***  
***Manual Revision H***  
***October 2013***

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# SPECTRACOM LIMITED WARRANTY

## LIMITED WARRANTY

Spectracom warrants each new product manufactured and sold by it to be free from defects in software, material, workmanship, and construction, except for batteries, fuses, or other material normally consumed in operation that may be contained therein AND AS NOTED BELOW, for five years after shipment to the original purchaser (which period is referred to as the "warranty period"). This warranty shall not apply if the product is used contrary to the instructions in its manual or is otherwise subjected to misuse, abnormal operations, accident, lightning or transient surge, repairs or modifications not performed by Spectracom.

The GPS receiver is warranted for one year from date of shipment and subject to the exceptions listed above. The power adaptor, if supplied, is warranted for one year from date of shipment and subject to the exceptions listed above.

THE ANALOG CLOCKS ARE WARRANTED FOR ONE YEAR FROM DATE OF SHIPMENT AND SUBJECT TO THE EXCEPTIONS LISTED ABOVE.

THE TIMECODE READER/GENERATORS ARE WARRANTED FOR ONE YEAR FROM DATE OF SHIPMENT AND SUBJECT TO THE EXCEPTIONS LISTED ABOVE.

The Rubidium oscillator, if supplied, is warranted for two years from date of shipment and subject to the exceptions listed above.

All other items and pieces of equipment not specified above, including the antenna unit, antenna surge suppressor and antenna pre-amplifier are warranted for 5 years, subject to the exceptions listed above.

## WARRANTY CLAIMS

Spectracom's obligation under this warranty is limited to in-factory service and repair, at Spectracom's option, of the product or the component thereof, which is found to be defective. If in Spectracom's judgment the defective condition in a Spectracom product is for a cause listed above for which Spectracom is not responsible, Spectracom will make the repairs or replacement of components and charge its then current price, which buyer agrees to pay.

Spectracom shall not have any warranty obligations if the procedure for warranty claims is not followed. Users must notify Spectracom of the claim with full information as to the claimed defect. Spectracom products shall not be returned unless a return authorization number is issued by Spectracom.

Spectracom products must be returned with the description of the claimed defect and identification of the individual to be contacted if additional information is needed. Spectracom products must be returned properly packed with transportation charges prepaid.

**Shipping expense:** Expenses incurred for shipping Spectracom products to and from Spectracom (including international customs fees) shall be paid for by the customer, with the following exception. For customers located within the United States, any product repaired by Spectracom under a "warranty repair" will be shipped back to the customer at Spectracom's expense unless special/faster delivery is requested by customer.

Spectracom highly recommends that prior to returning equipment for service work, our technical support department be contacted to provide trouble shooting assistance while the equipment is still installed. If equipment is returned without first contacting the support department and "no problems are found" during the repair work, an evaluation fee may be charged.

EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, SPECTRACOM DISCLAIMS ALL WARRANTIES OF ANY KIND WITH REGARD TO SPECTRACOM PRODUCTS OR OTHER MATERIALS PROVIDED BY SPECTRACOM, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Spectracom shall have no liability or responsibility to the original customer or any other party with respect to any liability, loss, or damage caused directly or indirectly by any Spectracom product, material, or software sold or provided by Spectracom, replacement parts or units, or services provided, including but not limited to any interruption of service, excess charges resulting from malfunctions of hardware or software, loss of business or anticipatory profits resulting from the use or operation of the Spectracom product or software, whatsoever or howsoever caused. In no event shall Spectracom be liable for any direct, indirect, special or consequential damages whether the claims are grounded in contract, tort (including negligence), or strict liability.

## EXTENDED WARRANTY COVERAGE

Extended warranties can be purchased for additional periods beyond the standard five-year warranty. Contact Spectracom no later than the last year of the standard five-year warranty for extended coverage.

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SPECTRACOM 1565 Jefferson Road, Rochester, NY 14623

+1.585.321.5800 FAX: +1.585.321.5218 [www.spectracomcorp.com](http://www.spectracomcorp.com) [sales@spectracomcorp.com](mailto:sales@spectracomcorp.com)

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

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# 1 Overview

The Model 1118 CTCSS Tone Generator is used in conjunction with the Spectracom SecureSync Model 1200 to generate precision synchronized CTCSS tones. The master oscillator must be equipped with option module 1204-14 for synchronized CTCSS outputs which are typically required for the conventional analog land mobile radio base stations to successfully simulcast.

There are 2 versions of the 1118; the 1118-2 a version with an enclosure, and the 1118-1, a rail mount version. This manual lists the pins and connectors for the 1118-2 first, then the pins and connections for the 1118-1 in brackets [ ].

Refer to Rev D of the manual if you will be connecting an existing 8195A, 8195B, 8197, or 8197B GPS Master Oscillator to the 1118.

## 1.1 System Overview

Using a master oscillator with Option 1204-14 installed to provide a synchronized CTCSS tone to land mobile radio base station.

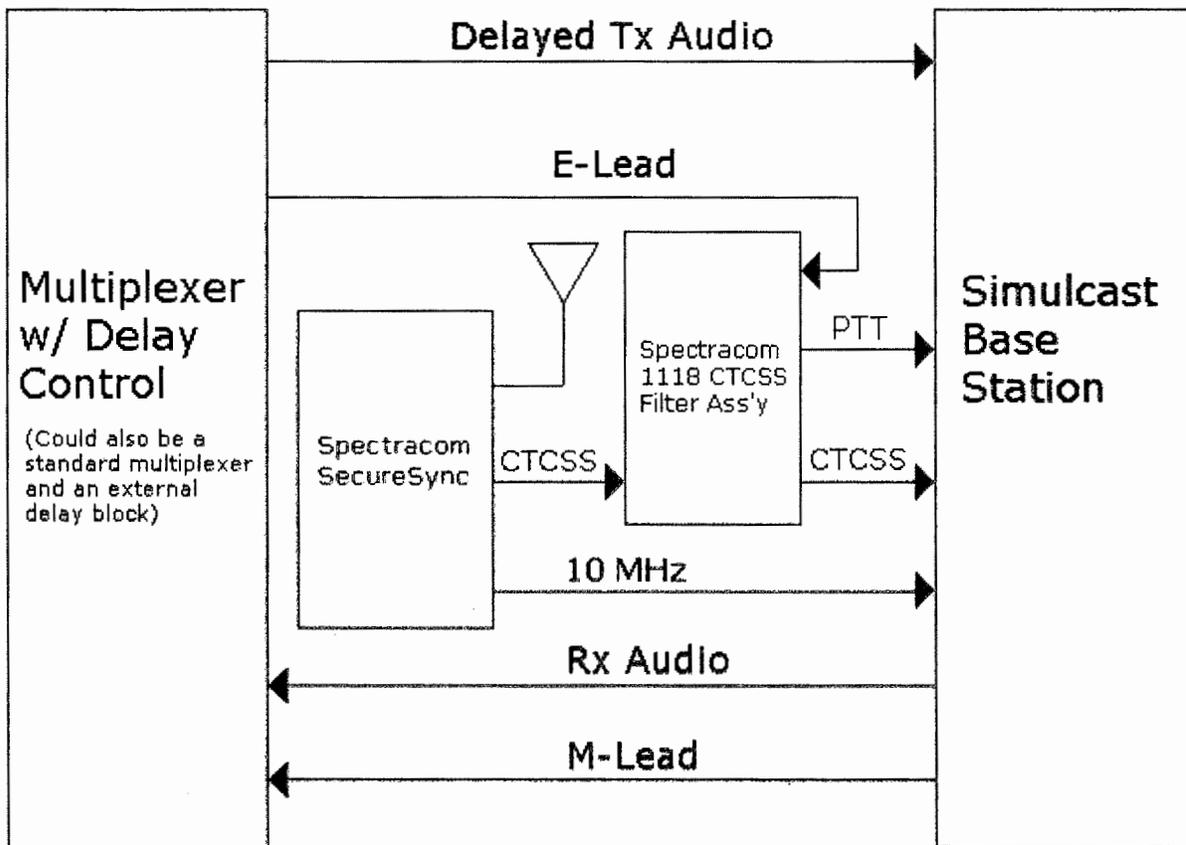


Figure 1-1: Block Diagram of Typical TX Site Interconnection

The SecureSync GPS master Oscillator generates **user configurable tone(s)** and an 18 kHz reference signal. The Model 1118 CTCSS boards receive the configured CTCSS tone(s) and the 18 kHz reference from the master oscillator, as well as a PTT from the multiplexer. It presents the selected CTCSS tone as a sine wave, and an active PTT signal to the simulcast radio(s) following the PTT source at the head end. The tone can be configured for squelch tail elimination.

### Inputs to the Model 1118

INPUT	RECEIVED FROM	FUNCTION
CTC1 and CTC2	Master Oscillator	1 <sup>st</sup> and 2 <sup>nd</sup> tones (1204-14)
18 kHz	Master Oscillator	Clock Reference frequency
PTT (Push to Talk)	Multiplexer	Used to activate the delayed PTT output (gates the CTCSS tone and provides squelch tail elimination).
Inhibit input (if used)	Multiplexer	De-activates the CTCSS output tone
Power (7 to 20vdc) (24 to 32 VDC for option 24)	Transmitter	Powers the CTCSS board

### Outputs from the Model 1118

INPUT	SENT TO	FUNCTION
CTCSS out	Transmitter	Selected CTCSS tone (Can be CTC1 or CTC2)
Held PTT output (Push to talk)	Transmitter	Keys the transmitter.

## 1.2 Features

The Spectracom CTCSS Tone Generator offers the following features:

- Tone locked to GPS on-time-point, so they launch in phase from all sites
- Accuracy: Continuous self-calibrated to GPS provides  $\pm 1.0 \times 10^{-11}$  frequency accuracy.
- PTT input and an adjustable delayed PTT output.
- TIA compliant CTCSS reverse burst.
- Inhibit input that disables CTCSS tone generation.

## 1.3 Inventory

Before installing your Spectracom equipment, please verify that all material ordered has been received. If there is a discrepancy, please contact Spectracom Customer Service at +1 585.321.5800.

### **1.3.1 Ancillary Kit**

Your Spectracom CTCSS 1118 unit is provided with an ancillary kit containing the following accessories:

- Male DB9 Connector
- Female DB9 Connector
- DB9 Shields (2)
- Male DB15 Connector
- Female DB15 Connector
- DB15 Shields (2)
- 3-Pin Plug
- 6-Pin Plug

## 1.4 Inspection and Support

Unpack the equipment and inspect it for damage. If any equipment has been damaged in transit, please contact Spectracom Customer Service at US 585.321.5800.

If any problems occur during installation and configuration of your Spectracom product, please contact Spectracom Technical Support at US 585.321.5823 or US 585.321.5824.

	<b>CAUTION</b>
	<i>Electronic equipment is sensitive to Electrostatic Discharge (ESD). Observe all ESD precautions and safeguards when handling Spectracom equipment.</i>

**NOTE:** If equipment is returned to Spectracom, it must be shipped in its original packing material. Save all packaging material for this purpose.

## 2 Specifications

Refer to Figure 2-1 for connector and jumper locations.

### 2.1 Outputs

#### 2.1.1 Standard CTCSS Frequency Output (Continuous Tone Controlled Squelch System)

**Signal:** 67-254 Hz sine wave derived from GPS disciplined oscillator with configurable 180-degree inverted "reverse burst" tone when PTT unkeyed. Refer to Table 2-1 for tone frequencies and H1 jumper position. The desired CTCSS frequency tones are generated in the master oscillator. The tones selected can be "exactly" on frequency (or rounded to the nearest 0.333 Hz to support compatibility with sites using legacy Spectracom Model 8195 or 8197 GPS Master Oscillators).

**Connector:** 12 pin pluggable header J4 pins 6 and 7 [or 6 Pin Header J6 pin 1, and 3 Pin Header J5 pin 1].

**Signal Level:** Adjustable with a potentiometer from 0.0 to 4.0 volts P-P (1.4 Vrms) into 600 ohms.

**Source Impedance:** 33 ohms

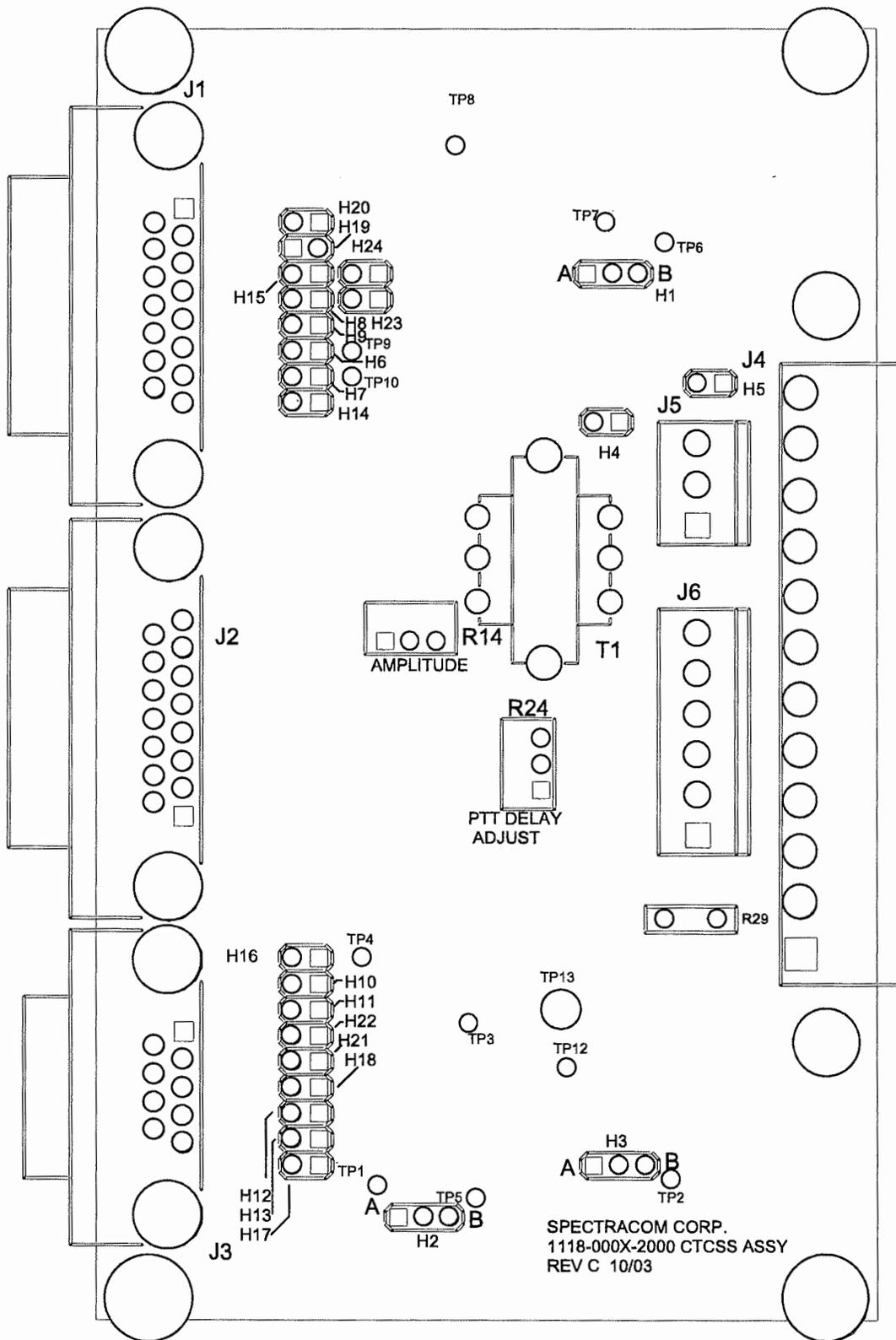
**Harmonics:** 25dB below the CTCSS fundamental minimum

**Spurious:** 25dB below the CTCSS fundamental minimum

**PTT Operation:** CTCSS tones are gated by PTT with a configurable PTT hold or millisecond reverse burst.

Code	Tone Freq.	Tone Freq. to nearest 1/3 Hz	H1 Pos	Code	Tone Freq.	Tone Freq. to nearest 1/3 Hz	H1 Pos	Code	Tone Freq.	Tone Freq. to nearest 1/3 Hz	H1 Pos
XZ	67.0	67.000	B	1B	107.2	107.333	B	6A	173.8	173.666	A
WZ	69.3	69.333	B	2Z	110.9	111.000	B	6B	179.9	180.000	A
XA	71.9	72.000	B	2A	114.8	114.666	B	7Z	186.2	186.333	A
WA	74.4	74.333	B	2B	118.8	119.000	B	7A	192.8	192.666	A
XB	77.0	77.000	B	3Z	123.0	123.000	B	M1	203.5	203.666	A
WB	79.7	79.666	B	3A	127.3	127.333	B	8Z	206.5	206.666	A
YZ	82.5	82.666	B	3B	131.8	131.666	B	M2	210.7	210.666	A
YA	85.4	85.333	B	4Z	136.5	136.666	B	M3	218.1	218.000	A
YB	88.5	88.666	B	4A	141.3	141.333	B	M4	225.7	225.666	A
ZZ	91.5	91.666	B	4B	146.2	146.333	B	9Z	229.1	229.000	A
ZA	94.8	94.666	B	5Z	151.4	151.333	A	M5	233.6	233.666	A
ZB	97.4	97.333	B	5A	156.7	156.666	A	M6	241.8	241.666	A
1Z	100.0	100.000	B	5B	162.2	162.333	A	M7	250.3	250.333	A
1A	103.5	103.666	B	6Z	167.9	168.000	A	0Z	254.1	254.000	A

TABLE 2-1: CTCSS Standard Frequency Chart



**FIGURE 2-1: Connector and Jumper Locations**

## 2.1.2 PTT Output

Signal:	Digital
Connector:	12 Pin Pluggable Header J4, Pin 9 [or 6 Pin Header J6, Pin 6]
Signal Level:	Output structure is a Solid State Switch consisting of two MOSFETS (AC and DC operation) that present a high resistance when off and less than 0.4 ohms when on.
Pulse Width:	Follows PTT Input plus an adjustable delay (100 – 500 milliseconds), factory set to 150 milliseconds.
Delay Control:	The trailing edge of the PTT output is delayed 100 – 500 milliseconds from the trailing edge of the PTT input, factory set to 150 milliseconds.
Delayed PTT Operation:	CTCSS tones are gated by PTT; the PTT input active immediately causes the PTT Output to go active. PTT inactive will cause the PTT output to go inactive after the PTT hold time. The delay is factory set to 150 milliseconds.

## 2.2 Inputs

### 2.2.1 PTT Input

Signal:	Digital CMOS levels
Connector:	12 Pin Pluggable Header J4 Pin 5 [or 6 Pin Header J2 Pin 5].
Signal Level:	CMOS 0.5-4.5 volts or contact closure to ground, minimum sink current = 0.01 amps. Turn on current equals 10 ma and turn off current equals 1ua. Turn on voltage equals 0.8 volts and turn off voltage equals 4.5 volts
Impedance:	2700 ohms
Polarity:	H3 position A for PTT on with closed circuit H3 position B for PTT on with open circuit

### 2.2.2 Synchronized CTCSS Digital Inputs

There are 2 possible CTCSS inputs, labeled CTCSS #1 and CTCSS #2 on the DB-15 input. The different CTCSS frequencies are set on the SecureSync that is driving the CTCSS filter board assembly. The input to the CTCSS filter assembly is on connector J1 (CTCSS #1 and 2).

J2 on the 1118 is a loop thru connector for connecting more CTCSS filter boards set on the CTCSS #1 and CTCSS #2 to the same SecureSync output. If the loop thru connector is used,

the termination of the CTCSS and 18 kHz signals should be set on the last CTCSS filter board in the string.

The CTCSS inputs are individually selected and terminated with jumpers. Use either jumper pair H6 and H7 for CTCSS #1, or H8 and H9 for CTCSS #2 to select one of the CTCSS inputs.

Signal: RS-485

Connector: DB15 male connector J1, pins 7 and 8 for CTCSS #1, pins 5 and 6 for CTCSS #2

Impedance: 120 ohms or high impedance. A jumper can individually terminate each CTCSS input: jumper H14 for CTCSS #1, jumper H15 for CTCSS #2

### **2.2.3 18 kHz Clock Input (DB15)**

Signal: RS-485

Connector: DB15 male connector J1 Pins 3 and 4

Impedance: 120 ohms or high impedance selected by jumper H19.

### **2.2.4 Input Power**

DC Input: 7 to 20 VDC, (24 to 32 VDC for option 24), 1 W

Connector: 12 Pin Pluggable Header J4 pins 3 and 2 [or 6 Pin Header J6 pins 3 and 4]

Polarity: Positive on J4 pin 3 [or J6 pin 4]

## 2.3 Connector

### 2.3.1 Data Sync Port J1 and J2 (DB-15M and F) on 1118

Connector: DB15

Pinout: Refer to Table 1-2

1118 PIN	SIGNAL	DESCRIPTION	OSC 1204-14 DB-9 OUTPUT
1	Reserved	Reserved	
2	Reserved	Reserved	
3	+18 kHz	RS-485 B Terminal	2
4	-18 kHz	RS-485 A Terminal	7
5	+CTCSS Signal #2	RS-485 B Terminal	3
6	- CTCSS Signal #2	RS-485 A Terminal	8
7	+CTCSS Signal #1	RS-485 B Terminal	1
8	- CTCSS Signal #1	RS-485 A Terminal	6
9	Ground	Cable Shield	9
10	Reserved	Reserved	
11	Reserved	Reserved	
12	Reserved	Reserved	
13	Ground	Ground	
14	Ground	Ground	
15	Ground	Ground	

**TABLE 1-2: DB-15 Input Pin Assignments**

### 2.3.2 Note Regarding J3

Data Sync J3 DB-9 on 1118 is used only with 8195 GPS Master Oscillators, not with SecureSync.

### 2.3.3 I/O Connector J4

Connector: 12 pin connectable terminal block  
 Pinout: Refer to Table 1-6

PIN	SIGNAL	DESCRIPTION
1	Ground	Ground
2	Ground	Ground
3	+7 to 20 Volts (+24 to 32 VDC for option 24)	Positive power supply voltage
4	Unused	Unused
5	PTT IN	PTT input
6	CTCSS Out +	CTCSS output high
7	CTCSS Out -	CTCSS output low
8	Unused	Unused
9	Delayed PTT Out	Delayed PTT output positive
10	Delayed PTT Out	Delayed PTT output low side
11	Inhibit in	Inhibit input
12	Unused	Unused

**TABLE 1-6: I/O Connector Pin Assignments**

### 2.3.4 Transceiver Interface Port A J6

Connector: 6 Pin Header (0.156 spacing)  
 Pinout: Refer to Table 1-4

PIN	SIGNAL	DESCRIPTION
1	CTCSS Output	CTCSS Output high
2	GND	GND
3	GND	GND
4	+ 7 to 20 Volts (+24 to 32 VDC for option 24)	Positive Power Supply Voltage
5	PTT In	PTT Input
6	Delayed PTT Out +	Delayed PTT Output positive

**TABLE 1-4: Transceiver Interface Port A Pin Assignments**

### 2.3.5 Transceiver Interface Port B J5

Connector: 3 Pin Header (0.156 spacing)  
 Pinout: Refer to Table 1-5

PIN	SIGNAL	DESCRIPTION
1	CTCSS Output -	CTCSS Output Low
2	Delayed PTT Out Low	Delayed PTT Output Low
3	INHIBIT IN	INHIBIT Input

TABLE 1-5: Transceiver Interface Port B Pin Assignments

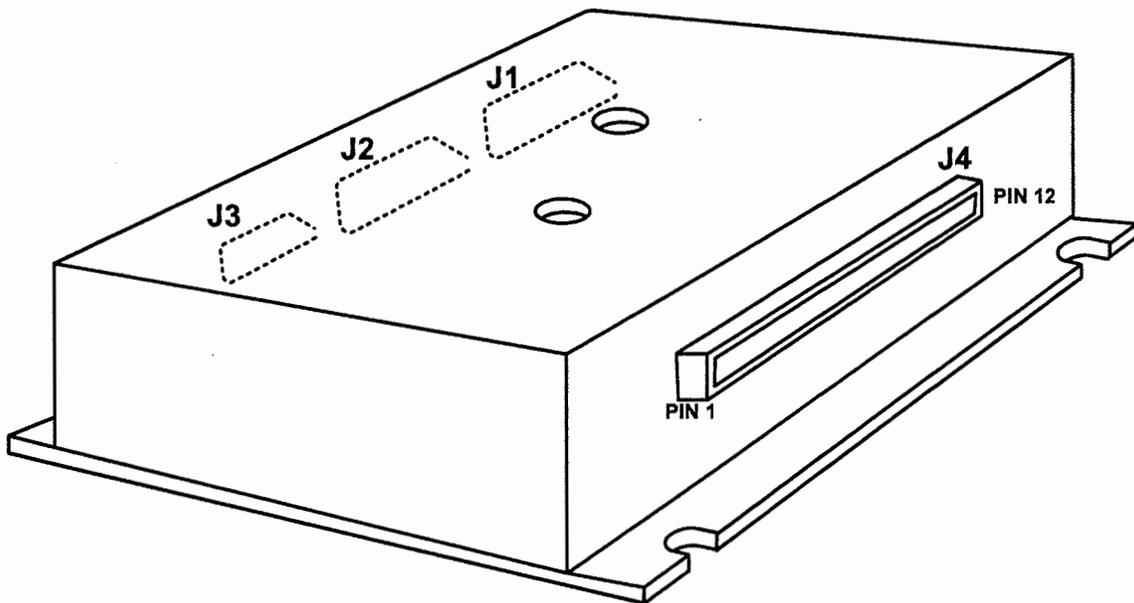


FIGURE 2-1: J4 Pin Numbering, 1118-2

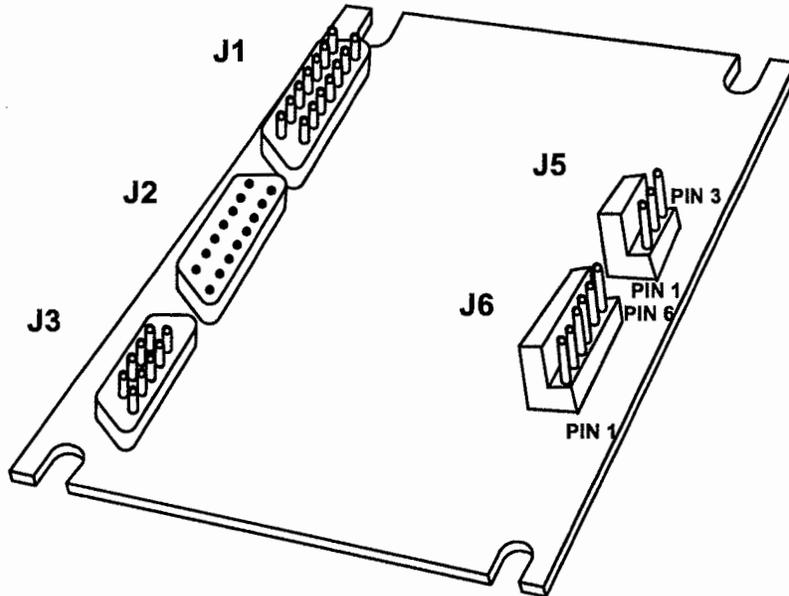


FIGURE 2-2: J5, J6 Pin Numbering, 1118-1

## 2.4 Mechanical (1118-1)

Dimensions:	5.0" x 3.0" x 0.85" (127mm x 76.2mm x 20mm)
Weight:	1 lb. (2.2 kg) maximum
Shipping Weight:	2 lbs. (4.4 kg) maximum

## 2.5 Mechanical (1118-2)

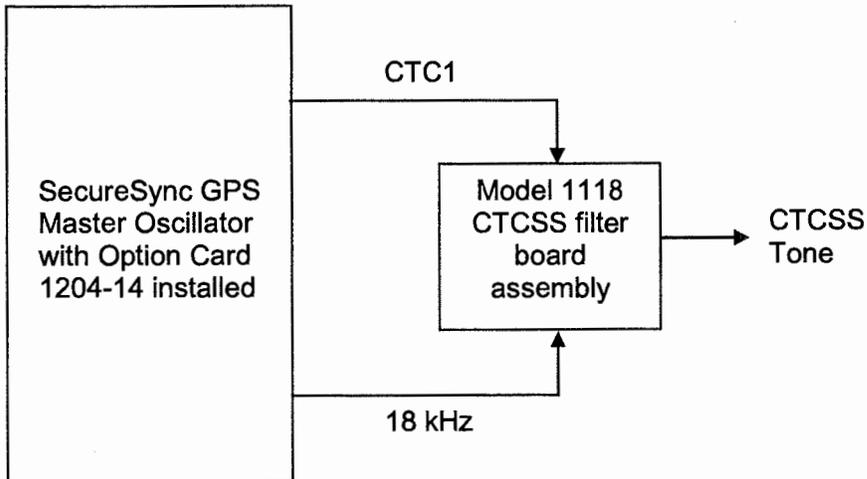
Dimensions:	5.25" x 4.25" x 1.25" (134mm x 108mm x 32mm)
Weight:	2 lb. (4.4 kg) maximum
Shipping Weight:	3 lbs. (6.6 kg) maximum

## 2.6 Environmental

Operating Temperature:	-30 to +60°C
Storage Temperature:	-40 to +85°C
Humidity:	95% R. H. non-condensing

## 3 Installation

### 3.1 Quick Installation Instructions – One Tone



**Figure 3-1: Signal Flow to Feed a Synchronized CTCSS Tone to one Transmitter**

#### For CTCSS Outputs #1 and 2:

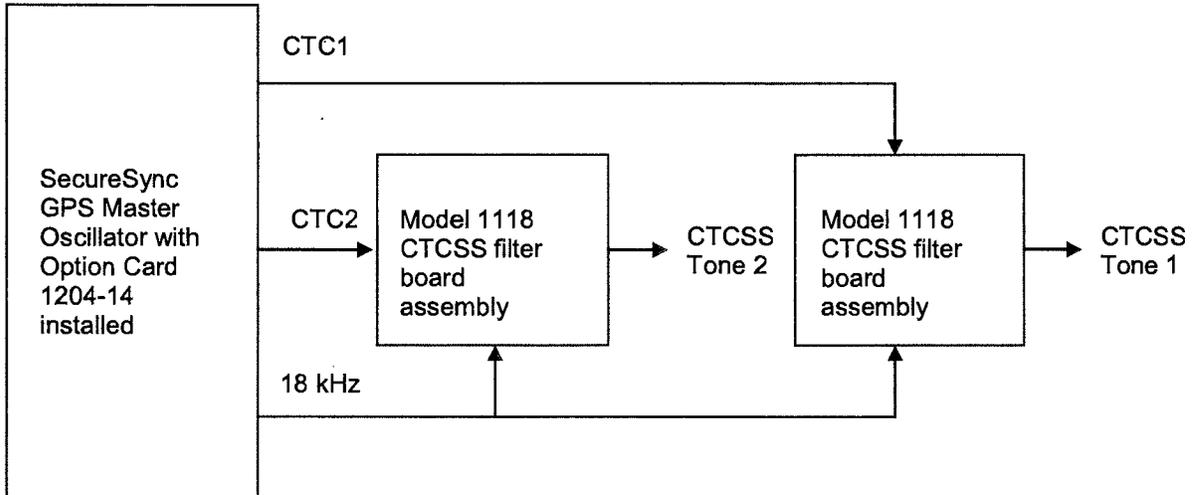
Unit is setup for a DB9M-DB15F cable from the Spectracom SecureSync provisioned with option module 1204-14.

Connect the cable from the 9-pin (Data Sync) connector on the back of the reference clock and the other end to the DB15M J1 (Data Sync) connector

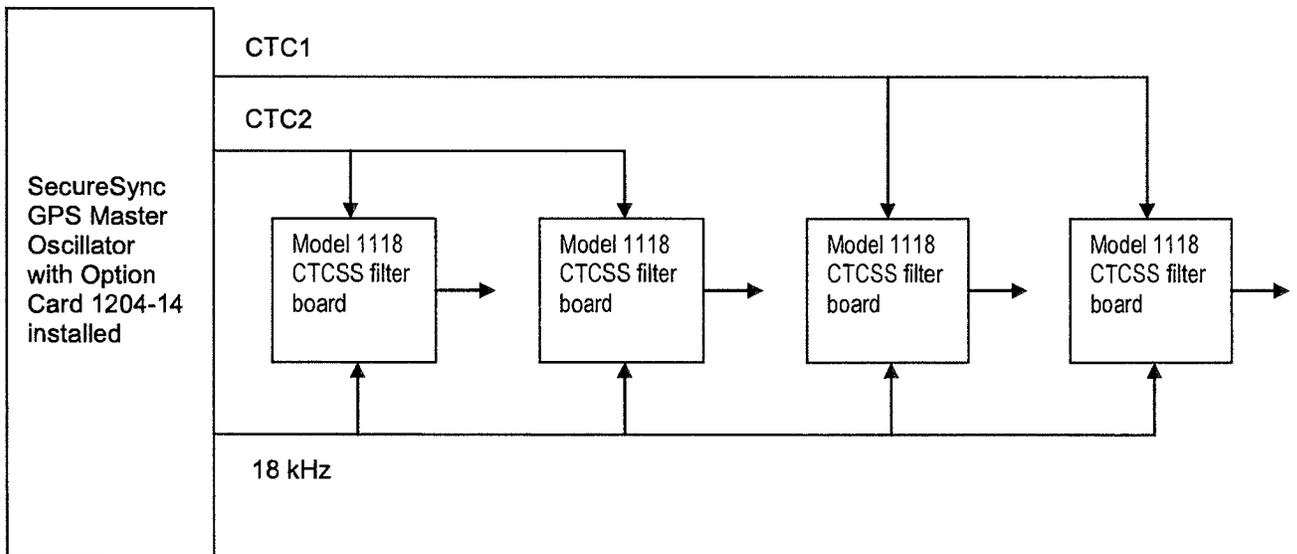
- Connect J4 (Power & I/O connector) pins 6 (and 7) to the CTCSS input of your base station.
- Connect J4 (Power & I/O connector) pin 5 to the PTT source (multiplexer).
- Connect J4 (Power & I/O connector) pin 9 to the PTT input of your base station.
- Connect J4 (Power & I/O connector) pin 3 to a power source between + 7 to 20 Volts (+24 to 32 VDC for option 24).

### 3.1.1 To Install More Than One Model 1118 Generating CTCSS #1 or #2:

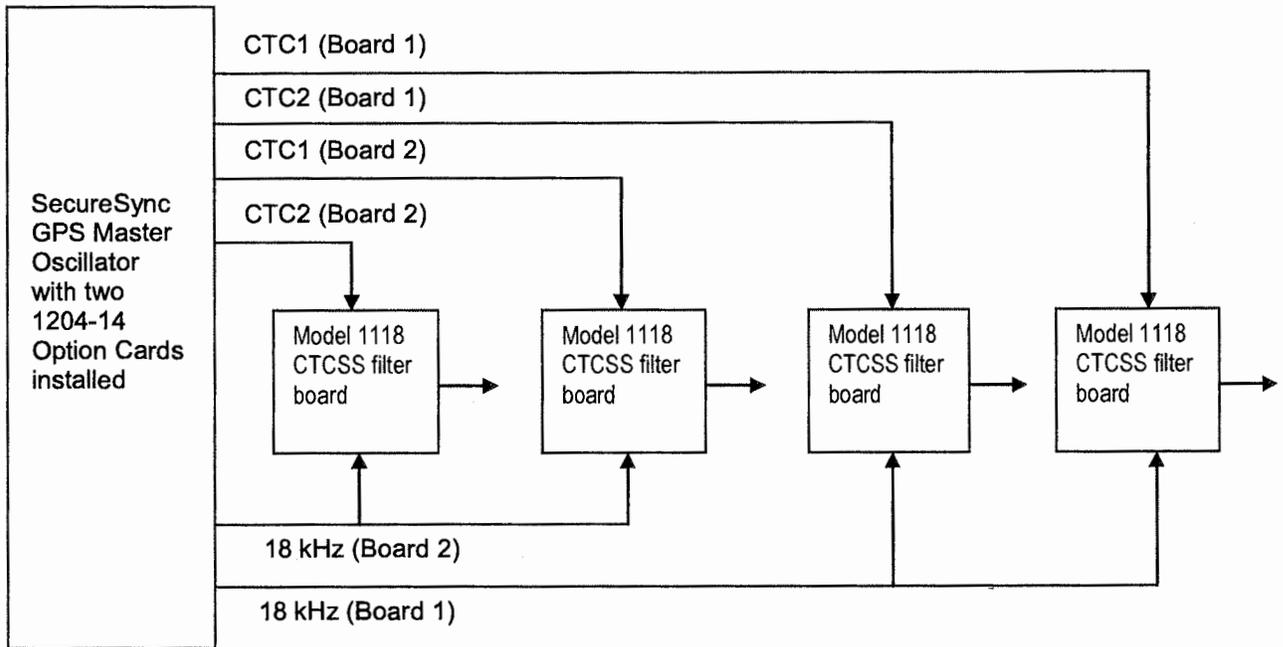
Using a master oscillator with Option 1204-14 installed to provide up to two different CTCSS tones to one or more radios (18 kHz and CTCSS tone can be daisy-chained to multiple Model 1118's).



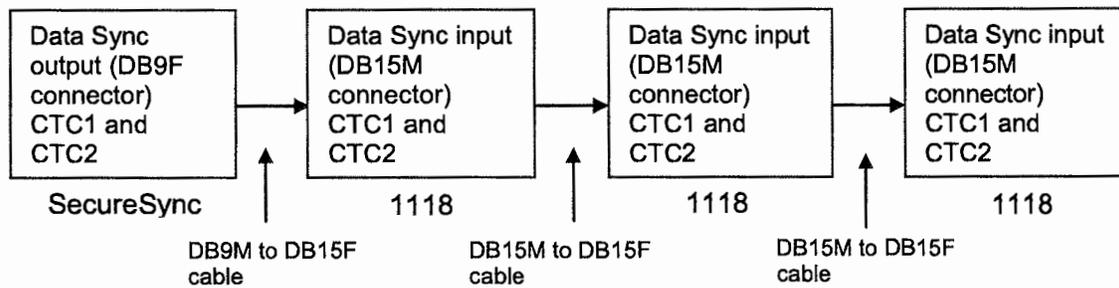
**Figure 3-2: Signal flow to feed different synchronized CTCSS tones to two different transmitters**



**Figure 3-3: Signal flow for multiple uses of two CTCSS tones**



**Figure 3-4: Signal flow for four different CTCSS outputs**



**Figure 3-5: Cable connections for multiple Model 1118 boards**

For more tones, add additional 1204-14 Option Cards in SecureSync and repeat above.

After the first DB-9M to DB-15F cable, you can connect a 1 to 1 DB15M-F cable from the DB15F J2 “Data Sync Loop Thru” connector of the first unit to J1 DB15M “Data Sync” connector on the second unit. Repeat this step for each additional unit.

Connect J4 (Power & I/O) as described above.

Unterminate both the 18 kHz and CTCSS inputs if they are not the last Model 1118 located in the chain. Terminations should be left in the last Model 1118 in the chain.

### 3.1.2 Details: Output Connections J4 or J6

- Connect CTCSS out on J4 pin 6 [or J6 pin 1] to base station CTCSS input. The amplitude is set at the factory to 0.5 volts rms.
- Connect Delayed PTT out on J4 Pin 9 [or J6 pin 6] to base station PTT input. The held is set at the factory to 150 msec.
- The Model 1118 contains headers that allow for user configuration as required. These jumpers determine the frequency cutoff (whether the CTCSS tone is above or below 150Hz), whether the tone is CTCSS #1 or CTCSS #2, the ability to terminate the two CTCSS tones and 18kHz when the Model 1118 board is the last one in the daisy-chain.

### 3.1.3 Jumper Settings – List in Numerical Sequence

The Model 1118 contains headers that allow for user configuration as required. These jumpers determine the frequency cutoff (whether the CTCSS tone is above or below 150Hz), whether the tone is CTCSS #1 or CTCSS #2, the ability to terminate the two CTCSS tones and 18kHz when the Model 1118 board is the last one in the daisy-chain.

List of jumper settings:

H1	Determines the cut-off frequency of the filter. Position A is for CTCSS tone frequencies greater than 150 Hz, position B is for frequencies less than 150 Hz. The default position is B.
H2	Determines the Inhibit input polarity. In position A the tone is inhibited when the input is open, in position B the tone is inhibited when the input is grounded. The default position is B.
H3	Determines the PTT input polarity. In position A the CTCSS tone and PTT output are enabled when the input is grounded, in position B the outputs are enabled when the input is open or pulled high. The default position is A.
H4	Grounds one side of the CTCSS tone output. When the jumper is on, the CTCSS low output is grounded. The default position is on.
H5	Grounds one side of the PTT output. When the jumper is on, the PTT output low side is grounded. The default position is on.
H6, H7	Selects CTCSS frequency #1 input from the master oscillator. The default position for both jumpers is on.
H8, H9	Selects CTCSS frequency #2 input from the master oscillator. The default position for both jumpers is off.
H10, H11	Unused. The default position for both jumpers is off.
H12, H13	Unused. The default position for both jumpers is off.
H14	Terminates the CTCSS frequency #1 input into 120 ohms. The default position is on.
H15	Terminates the CTCSS frequency #2 input into 120 ohms. The default position is

	on.
<b>H16</b>	Unused. The default position is on.
<b>H17</b>	Unused. The default position is on.
<b>H18</b>	Unused. The default position is on.
<b>H19</b>	Terminates the 18 kHz clock input from J1 into 120 ohms. The default position is on.
<b>H20</b>	Enables the legacy mode of operation or reverse burst. When this jumper is on the 180 degree inverted tone output during the delayed portion of the PTT output is disabled. The default position is off.
<b>H21, H22</b>	Unused. The default position for both jumpers is off.
<b>H23, H24</b>	These jumpers select the 18 kHz applied on J1 (DB15 data sync) as the filter clock source. Default position is on.

### 3.1.4 Input Connections J4 (1118-2)

- Connect PTT into J4 pin 5 from PTT line
- Connect positive polarity voltage (power) to J4 pin 3
- Connect ground to J4 pin 1
- Connect a cable from the SecureSync DB-9 "Data Sync" connector to the "Data Sync" DB-15 connector on the Model 1118 CTCSS generator filter board
- Unterminate the 18 kHz and CTCSS inputs if this is not the last Model 1118 in the chain.
- Refer to Section 3.2 for specific installation instructions

### 3.1.5 Input Connections J6 (1118-1 Only)

- Connect PTT into J6 pin 5 from PTT line
- Connect positive polarity voltage (power) to J6 pin 4
- Connect ground to J6 pin 3
- Connect a cable from SecureSync DB-9 "Data Sync" connector to the DB-15 "Data Sync" connector on the CTCSS generator filter board.
- Unterminate the 18kHz and CTCSS inputs if this is not the last Model 1118 in the chain.
- Refer to Section 3.2 for specific installation instructions.

## 3.2 Detailed Installation Instructions

### 3.2.1 CTCSS Inputs

There are 2 possible CTCSS inputs, labeled CTCSS #1 and CTCSS #2. The different CTCSS frequencies set on the SecureSync GPS Master Oscillator drive the CTCSS filter board assembly. They are input to the CTCSS filter assembly on connector J1. J2 is a loop thru connector for connecting more CTCSS filter boards to the same SecureSync output. If the loop thru connector is used, the termination should be set on the last CTCSS filter board in the string. The CTCSS inputs are individually selected and terminated with jumpers. Either jumper pairs H6 and H7 for CTCSS #1 or H8 and H9 for CTCSS #2 select one of the CTCSS inputs.

CTCSS signal inputs from the master oscillator are a differential signal (RS-485) that should be terminated into 120 ohms when the Model 1118 is either the only one connected to the master oscillator or is the last one in a daisy-chain of Model 1118s all connected to the master oscillator. One jumper can individually terminate each CTCSS input: jumper H14 for CTCSS #1, jumper H15 for CTCSS #2.

The CTCSS input signal is a square wave that is operating at the specified CTCSS frequency. The differential signal is converted to a single ended signal then converted into a sine wave, filtered and amplitude controlled before it is output as the CTCSS tone output.

The 18 kHz Clock input on "Data Sync" connector J1 pins 3 and 4 from the master oscillator is a differential signal (RS-485) that should be terminated into 120 ohms by jumper H19 when the Model 1118 is either the only one connected to the master oscillator or is the last one in a daisy-chain of Model 1118s off the master oscillator.

<b>Headers to configure Model 1118 for DB-15 tone1 input (CTC1)</b>		
<b>Header</b>	<b>Function</b>	<b>Installed?</b>
<b>H6 and H7</b>	CTC1 input	Install
<b>H14</b>	CTC1 input termination	Install only if this is the only board connected to the master oscillator or is the last board in the daisy-chain of multiple boards. Otherwise, remove this header.
<b>H8, H9</b>	Headers for CTC 2 selection	Remove these headers

<b>Headers to configure Model 1118 for DB-15 tone2 input (CTC2)</b>		
Header	Function	Installed?
<b>H8 and H9</b>	CTC2 input	Install
<b>15</b>	CTC2 tone input termination	Install only if this is the only board connected to the master oscillator or is the last board in the daisy-chain of multiple boards. Otherwise, remove this header
<b>H6, H7</b>	Headers for CTC1 selection	Remove these headers

### 3.2.1.1 CTCSS Output

J4 Pin 6 [or J2 pin 1] is the CTCSS tone output. This output provides a sine wave at the configured CTCSS frequency. The output structure is a capacitor-coupled transformer. For a balanced output, J4 Pin 7 [or J3 pin 1] is the second connection. Remove the H4 jumper when operating in this mode. The output amplitude is adjustable using potentiometer R14. The adjustment range is 0 to 4.0 volts peak-peak, 0 to 1.4 Vrms. The output amplitude is factory set to 1.4 volts peak-to-peak, 0.5 Vrms. This adjustment can be made for the appropriate Deviation setting if required. Refer to Section 2.1.1.

Jumper H1's position should be set based upon the output frequency. Place H1 in position B if the CTCSS tone frequency is <150Hz (factory default) or in position A if the CTCSS tone frequency is > 150Hz.

<b>Headers to configure CTCSS filter for the desired CTCSS tone</b>		
Header	Function	Installed?
<b>H1</b>	Determines the cut-off frequency of the CTCSS filter	Install in Position A If selected CTCSS frequency is greater than 150Hz. Install in Position B If selected CTCSS frequency is less than 150Hz.

<b>Headers to configure CTCSS as balanced or single-ended</b>		
Header	Function	Installed?
<b>H4</b>	Ground one side of the CTCSS tone output transformer.	Install to ground the low side of the CTCSS tone output.

### 3.2.1.2 PTT Input

The PTT input on J4 Pin 5 [or J6 pin 5] is used to activate the Delayed PTT output. The input is comprised of an optical isolator that reacts to the flow of current. H3 is used to establish the polarity of the input signal. If H3 is in the A position, the Delayed PTT output will activate when there is current flowing at the input. In position B, the output will activate when there is no

current flowing. If H3 is not installed, the Delayed PTT output will be active. Input current can be established with either a switch contact to circuit ground or with a voltage. Current will begin to flow when the input voltage is less than 4.5 volts. Voltages above 4.5 volts will cause the current to cease.

<b>Header to configure Model 1118 for PTT (Push to Talk) input (from Multiplexer)</b>		
<b>Header</b>	<b>Function</b>	<b>Installed?</b>
<b>H3</b>	PTT Input polarity	In Position A, the CTC tone and PTT are enabled when the input is grounded. In Position B, the outputs are enabled when the input is open or pulled high.

### **3.2.1.3 PTT Output**

J4 Pin 9 [or J2 pin 6 ] is the PTT output. CTCSS tones are gated by PTT; the PTT input active immediately causes the PTT Output to go active. PTT inactive will cause the PTT output to go inactive after the PTT delay. The delay is factory set to 150 milliseconds.

This output is a solid-state switch. When PTT is active, the switch will turn on. When PTT is inactive, the switch will turn off. The turn-on resistance of this output is approximately 20 ohms. Jumper H5 is used in conjunction with this output to reference one end of the switch to circuit ground. For a balanced output, J4 pin 10 [or J3 pin 2] is the second connection. Remove jumper H5 when operating in balanced output mode.

<b>Header to configure Model 1118 PTT (Push to Talk) output (To Transmitter)</b>		
<b>Header</b>	<b>Function</b>	<b>Installed?</b>
<b>H5</b>	Ground one side of the PTT tone output.	Install to ground the low side of the PTT output.

### **3.2.1.4 CTCSS Inhibit Input**

The Inhibit input on J4 Pin 11 [or J5 pin 3] is used to de-activate the CTCSS tone output. The Inhibit input is comprised of an optical isolator that reacts to the flow of current. H2 is used to establish the polarity of the input signal. If H2 is in the A position, the CTCSS tone output will de-activate when there is no current flowing at the input. In position B, the output will de-activate when there is current flowing. When H2 jumper is not installed, the CTCSS tone output will be enabled. Input current can be established with either a switch contact to circuit ground or with a voltage. Current will begin to flow when the input voltage is less than 4.5 volts. Voltages above 4.5 volts will cause the current to cease.

Header to configure Model 1118 for Inhibit input (from Multiplexer)		
Header	Function	Installed?
H2	Inhibit Input polarity	In Position A, the CTC tone is inhibited when the input is grounded. In Position B, the outputs are enabled when the input is open or pulled high.

### 3.2.2 18 kHz Reference Input

Headers to configure the 18kHz input for J1 (DB-15) input		
Header	Function	Installed?
H23 and H24	18kHz input for J1 input (Data Sync connector)	Install if 18kHz is connected to J1 (Data Sync connector)
H19	18kHz input termination for J1 (Data Sync connector )	Install if 18kHz is connected to J1 and this is either the only board or the last board in the daisy-chain. (Data Sync connector). Otherwise, remove this header.

### 3.2.3 Power Input

Power input is provided on **J4** Pins 3 and 2 [or **J6** pins 4 and 3]. **J4** Pin 3 [or **J6** pin 4] is the positive supply voltage and **J4** pin 2 [or **J6** pin 3] is the circuit ground. The required range of voltage is + 7 to 20 Volts (+24 to 32 VDC for option 24). Approximately 30ma of current is required.



## **4 Schematics**

### **4.1 Product Schematic**

The product schematic is included as Figure 4-1.



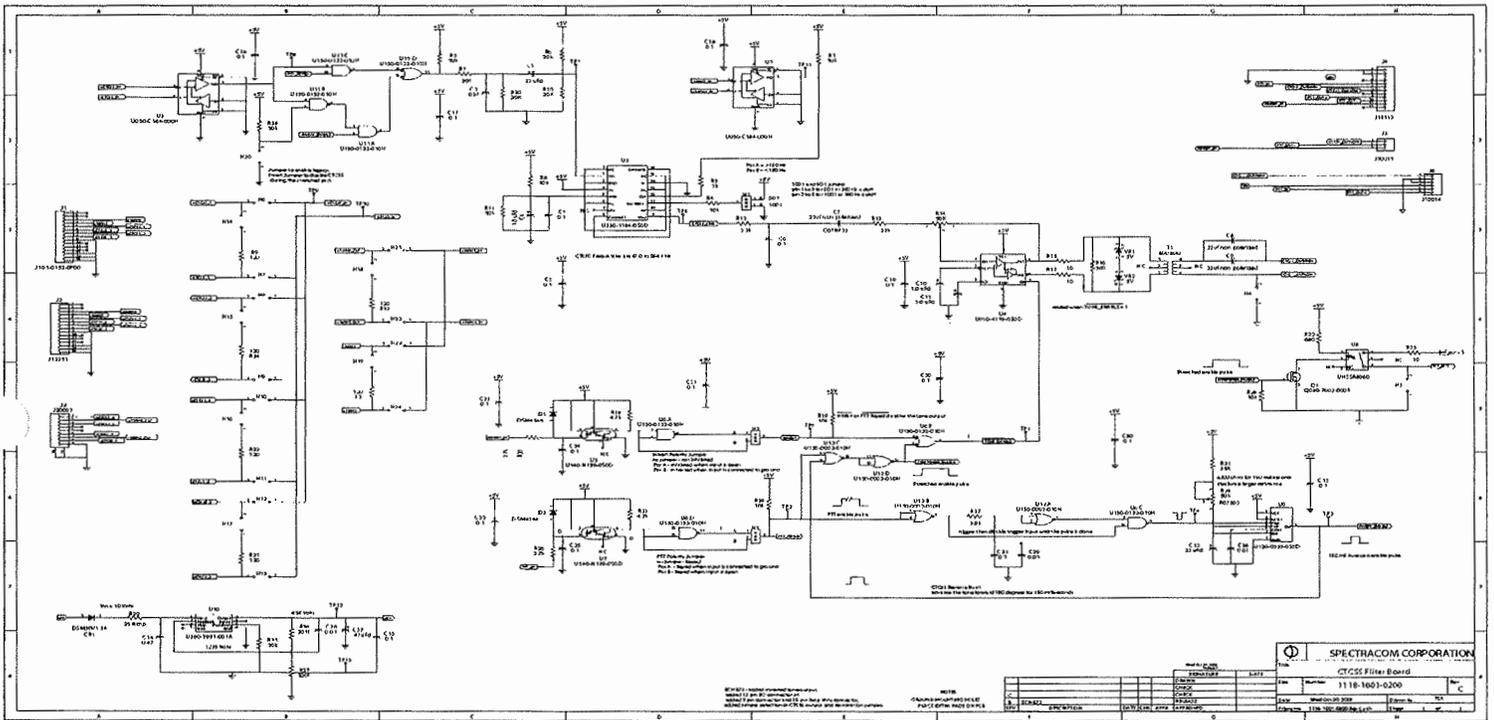


FIGURE 4-1: Schematic



<b>Document Revision History</b>			
<b>Rev</b>	<b>ECN</b>	<b>Description</b>	<b>Date</b>
C	2327	<i>Additional data added to various tables; model no. specifications. Part number changed from MANCTCSS to 1118-5000-0050. Added Figures 2-1 and 2-2, illustrating pin-outs for J4, J5, J6 connectors. Added weight and dimension figures for both -1 and -2 variants. Provided new version of schematic drawing.</i>	n/a
D	2369	<i>Moved location drawing to Section 2 and replaced it with simplified depiction of headers and connectors. Corrected a reversal of header references to H10/11 and H12/13 as well as for H16 and H17.</i>	n/a
E	2559	<i>Updates to coincide with added support for SecureSync.</i>	February 2011
F	2693	<i>Updated Table 1-2: DB-15 Input Pin Assignments. Additional minor maintenance.</i>	June 2011
G	2702	<i>Updated address information.</i>	October 2011
H	3274	<i>Added 24 volt option info.</i>	October 2013

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## Warranty Information

### Limited Warranty

Spectracom, a business of the Orolia Group, warrants each new standard product to be free from defects in material, and workmanship for the duration of the warranty period after shipment in most countries where these products are sold, EXCEPT AS NOTED BELOW (the “Warranty Exceptions”, “Warranty Exclusions” and “Country Variances”).

#### *Five Year Limited Warranty*

- SecureSync Products\*
- NetClock Products\*
- Epsilon Clock EC20S\* and EC22S
- Epsilon Switch & Amplifier System (SAS-E)
- TV400W

#### *Three Year Limited Warranty*

- GPS/GNSS Simulators
- Pendulum Test & Measurement Products GPS-12R, CNT-9x, 6688/6689\*, GPS-88/89\*, DA-35/36

#### *Two Year Limited Warranty*

- VersaSync Rugged Time Server
- Rubidium Oscillators
- Epsilon Board EBO3
- Epsilon Clock 1S, 2S/2T, 3S, 31M
- Epsilon SSU
- Power Adaptors
- Digital and IP/POE Clocks
- WiSync Wireless Clock Systems and IPSync IP Clocks
- Rapco 1804, 2804, 186x, 187x, 188x, 189x, 2016, 900 series

#### *One Year Limited Warranty*

- Timeview Analog Clock
- Path Align-R Products
- Bus-level Timing Boards
- IRIG-B Distribution Amplifiers



- VelaSync High Speed Time Server
- Geo Inertial Navigation Products (Geo-PNT, Geo-iNAV, Geo-hNAV, Geo-RelNav)
- GPS antenna system components, cables, other accessories

#### *90 Day Warranty*

- TimeKeeper, Presentense and other Software products

#### *Warranty Exceptions*

This warranty shall not apply if the product is used contrary to the instructions in its manual or is otherwise subjected to misuse, abnormal operations, accident, lightning or transient surge, or repairs or modifications not performed by Spectracom authorized personnel.

Any Rubidium oscillator's warranty is two-years even when integrated into products (\*) with a greater warranty period.

#### *Country Variances*

All Spectracom products sold in India have a one year warranty.

#### *Warranty Exclusions*

Batteries, fuses, or other material contained in a product normally consumed in operation Shipping and handling, labor & service fees

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#### **Extended Warranty Coverage**

Extended warranties can be purchased for additional periods beyond the standard warranty. Contact Spectracom no later than the last year of the standard warranty for extended coverage.



### Warranty Claims

Spectracom's obligation under this warranty is limited to the cost of in-factory repair or replacement, at Spectracom's option, of the defective product or the product's defective component. Spectracom's Warranty does not cover any costs for installation, reinstallation, removal or shipping and handling costs of any warranted product. If in Spectracom's sole judgment, the defect is not covered by the Spectracom Limited Warranty, unless notified to the contrary in advance by customer, Spectracom will make the repairs or replace components and charge its then current price, which the customer agrees to pay. In all cases, the customer is responsible for all shipping and handling expenses in returning product to Spectracom for repair or evaluation. Spectracom will pay for standard return shipment via common carrier. Expediting or special delivery fees will be the responsibility of the customer.

### Warranty Procedure

Spectracom highly recommends that prior to returning equipment for service work, our technical support department be contacted to provide trouble shooting assistance while the equipment is still installed. If equipment is returned without first contacting the support department and "no problems are found" during the repair work, an evaluation fee may be charged.

Spectracom shall not have any warranty obligations if the procedure for warranty claims is not followed. Customer must notify Spectracom of a claim, with complete information regarding the claimed defect. A Return Authorization (RMA) Number issued by Spectracom is required for all returns. Returned products must be returned with a description of the claimed defect, the RMA number, and the name and contact information of the individual to be contacted if additional information is required by Spectracom. Products being returned on an RMA must be properly packaged with transportation charges prepaid.



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

## **REQUEST FOR BID (RFB)**

**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**  
(573) 886-4391 – Fax: (573) 886-4390  
Email: [MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)

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### ***Bid Data***

Bid Number: **25-30APR18**  
Commodity Title: **Simulcast Hardware and Miscellaneous Equipment**

**DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.**

### ***Bid Submission Address and Deadline***

Day/Date: **Monday, April 30, 2018**  
Time: **1:30 p.m. (Bids received after this time will be returned unopened)**  
Location/Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 110  
Columbia, MO 65201**  
Directions: **Annex Building is located at corner of 7<sup>th</sup> & Ash St.**

### ***Bid Opening***

Day/Date: **Monday, April 30, 2018**  
Time: **1:30 p.m., Central Time**  
Location/Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 110  
Columbia, MO 65201**

### ***Bid Contents***

1.0: **Introduction and General Conditions of Bidding**  
2.0: **Primary Specifications**  
3.0: **Response Presentation and Review**  
4.0: **Response Form**  
Attachments: **Standard Terms and Conditions  
"No Bid" Response Form**

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## 1. Introduction and General Conditions of Bidding

1. **Introduction and General Conditions of Bidding**
  - 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
  - 1.2. **DEFINITIONS**
    - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
    - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with 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 this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
    - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
    - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
  - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to 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 Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
    - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
    - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written 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 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 state contract or other governmental entities under more favorable terms.
- 1.5. **TERMINATION FOR CONVENIENCE** – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
- 1.6. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period's expiration if it is deemed to be in the best interest of Boone County.
- 1.7. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.7.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.8. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

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**2.1 GENERAL**

2.1.1. These specifications describe a series of Spectracom brand components to be used in County's simulcast land mobile radio system. The units are being purchased as part of an ongoing countywide two-way radio improvement project in Boone County, Missouri.

2.1.2. The County will be responsible for equipment installation, system optimization, and overall system operation.

2.1.3. Contractor shall be responsible for providing all the specified equipment, programming accessories, and hardware accessories.

2.1.4. Contractor shall be responsible to deliver equipment to shipping address in Columbia, MO 65202.

2.1.5. A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number, and options of the proposed equipment shall be attached to the bid response.

2.1.6. Detailed equipment warranty shall be attached to the bid response.

2.1.7. All equipment shall have necessary regulatory approval for connection to FCC Part 90 land mobile radio equipment.

2.1.8. Furnish 1118-2 filters in individual aluminum housings and SAS-36E amplifier for installation in County's rack system.

**2.2 TECHNICAL SPECIFICATIONS**

2.2.1. Furnish twenty (20) Spectracom model 1118-2 CTCSS Tone Filter units

- A. Individual housing
- B. With standard advertised performance and features including DB-15 data in/out connections

2.2.2. Furnish one (1) Spectracom SAS-36E selector/distribution amplifier with the following options:

- A. 115 volt AC power
- B. Sixteen (16) 10 MHz oscillator outputs
- C. Sixteen (16) 1PPS oscillator outputs

**2.3. ADDITIONAL TERMS AND CONDITIONS**

**2.4.1. INVOICES AND PAYMENT:** Contractor shall send just one invoice to the County at completion of delivery and acceptance of goods. All charges must be priced as listed on the contractor's bid response. No additional fees or taxes shall be charged. The County's Purchase Order Number must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents. A lump sum payment shall be made upon acceptance by Boone County. Invoices shall be submitted to Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202.

**2.4.2. Bid Clarification:** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPO, CPPB, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Phone: (573) 886-4391; Fax: (573) 886-4390 or Email: [MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org).

**2.4.3. Delivery Terms:** FOB- Destination with shipping and handling costs included, delivered to Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 554-1000.

**2.4.4. Designee - Boone County Joint Communications**

### 3.0. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** – Responses MUST be received by the date and time notes 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.
- 3.3. **Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page at [www.showmeboone.com](http://www.showmeboone.com).
- 3.4. **BID OPENING** – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.
- 3.5. **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 reason 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.
- 3.6. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.7. **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 Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.8. **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 our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.9. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.10. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.11. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.



## *Standard Terms and Conditions*

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

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
Phone: (573) 886-4391 – Fax: (573) 886-4390

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

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

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May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 22nd day of May 20 18

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

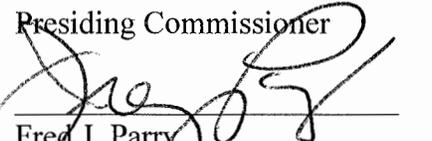
Now on this day the County Commission of the County of Boone does hereby release a Cash Deposit from the Boone County Treasurer in the amount of \$13,333.27. Said deposit was issued on behalf of Nursery Heights Subdivision Plat 1, 2, 3, & 4 for installation of sidewalks in the common areas. The work has been completed as required. The original Commission Order accepting the Cash Deposit is 442-2017.

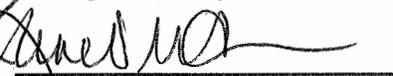
Done this 22nd day of May, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

Absent  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
Acting Presiding Commissioner

  
Janet M. Thompson  
District II Commissioner