

450-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20²⁰

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

October

20²⁰

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 5460 N Golden Drive, parcel #11-619-24-01-207.00 01.

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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

In Re: Nuisance Abatement)
5460 N Golden Dr)
Columbia, MO 65202)

October Session
October Adjourned
Term 2020
Commission Order No. 450-2020

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 8th day of October 2020, 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: trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 5460 N Golden Dr, Columbia, MO, a/k/a parcel# 11-619-24-01-207.00 01, Section 24, Township 49, Range 13 as shown by deed book 4695 page 0035, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage and broken furniture 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 3rd day of September 2020, 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

Daniel K. Atwill
Presiding Commissioner

ATTEST:

Breanna L. Leamon
Boone County Clerk

Dedrick L Bush

5460 N Golden Dr

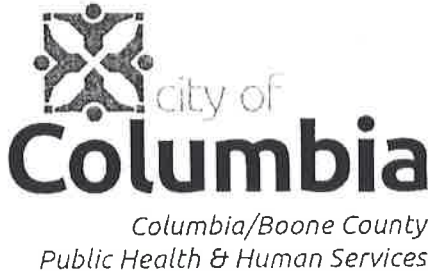
Health Department nuisance notice – timeline

- 7/13/20: Citizen complaint received
- 7/27/20: Initial inspection conducted
- 7/29/20: Notice of violation sent to owner, return receipt requested
- 9/3/20: Notice of violation posted in local newspaper
- 9/23/20: Reinspection conducted – violation not abated – photographs taken 9/23/20 ~ 3:30 p.m.
- 9/25/20: Hearing notice sent

Photographs taken 9/23/20 ~ 3:30 p.m.

Trash, rubbish and garbage on the premises





COPY



HEARING NOTICE

BUSH DEDRICK L
5460 N GOLDEN DR
COLUMBIA, MO 65202

An inspection of the property you own located at 5460 N GOLDEN DR (parcel # 11-619-24-01-207.00 01) was conducted on September 23, 2020 and revealed trash, rubbish and garbage 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 the a hearing will be held before the County Commission on October, 8, 2020 at 1:30 p.m. in **Room 301** 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. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 23rd day of

September 2020 by BLW



ATTN: DONNA
 COLUMBIA/BOONE COUNTY DEPARTMENT OF
 PUBLIC HEALTH AND HUMAN SERVICES
 DIVISION OF ENVIRONMENTAL HEALTH
 P.O. BOX 6015
 COLUMBIA, MO 65205

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31007014 _____

NOTICE OF DECLARATION OF
 PUBLIC NUISANCE AND
 ORDER OF ABATEMENT

BUSH DEDRICK L
 5460 N GOLDEN DR
 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: 5460 N Golden Drive as shown by deed book 4695 page 0035

Type of Nuisance: Trash, rubbish, garbage, and tires on premises.

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: September 3, 2020

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

Insertion Date: September 3, 2020

STATE OF MISSOURI }
 County of Boone } ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second 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 provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

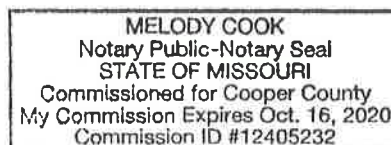
- 1st Insertion September 3, 2020
- 2nd Insertion 2020
- 3rd Insertion 2020
- 4th Insertion 2020
- 5th Insertion 2020
- 6th Insertion 2020
- 7th Insertion 2020
- 8th Insertion 2020
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- 18th Insertion 2020
- 19th Insertion 2020
- 20th Insertion 2020
- 21st Insertion 2020

COLUMBIA MISSOURIAN PRINTER'S FEE \$34.45

By: Bryan Chester
 (Bryan Chester, General Manager)

Subscribed and sworn to before me this
3rd day of September, 2020

Melody Cook
 (Melody Cook, Notary Public)
 My Commission Expires October 16, 2020





Division of Environment
1005 W. Worley Street
Columbia, Missouri 6520

CERTIFIED MAIL



7019 0700 0001 9158 3504

Masler
07 28 2020
US POSTAGE \$006.90
ZIP 65201
011212



UNC

HAZARD AND/OR NUISANCE

BUSH DEDRICK L
5460 N GOLDEN DR
COLUMBIA, MO 65202

NIXIE

631 DE 1

0006/22/20

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 65203203705 * 2760-05533-28-56

652032037
652032037

7019 0700 0001 9158 3504

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Start To: *Dedrick L Bush*
Street and Apt. No., or PO Box No.: *5460 N Golden Dr*
City, State, ZIP+4®: *Columbia, MO 65202*

Postage: *\$6.90*

Total Postage and Fees: *\$6.90*

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$ *4.00*
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$

Postmark Here: *28 2020*



Columbia/Boone County
Public Health & Human Services

COPY



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

BUSH DEDRICK L
5460 N GOLDEN DR
COLUMBIA, MO 65202

An inspection of the property you own located at own located at 5460 N GOLDEN DR (parcel # 11-619-24-01-207.00 01) was conducted on July 27, 2020 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public 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 special 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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 29th day of July 2020 by ABW



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov



Our vision: Columbia is the best place for everyone to live, work, learn and play.

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 12/27/2016 at 09:57:22 AM

Instrument #: 2016027643 Book: 4695 Page: 35

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2



Boone-Central Title Company
File No. 1618906

Missouri General Warranty Deed

This Indenture, Made as of the 21st day of December, 2016, by and between

Michael Wise and Stephanie Wise, husband and wife,
as GRANTOR, and

Dedrick L. Bush, a single person,

as GRANTEE, whose mailing address is: **5460 N. Golden Dr.
Columbia, MO 65202**

Property Address: **5460 N. Golden Dr., Columbia, MO 65202**

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of **Boone** and State of **Missouri**, to wit:

LOT THREE (3) OF CLEARVIEW SUBDIVISION PLAT NO. 7 AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 12, PAGE 29, RECORDS OF BOONE COUNTY, MISSOURI.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO DEC 27 2016

Unofficial Document

IN WITNESS WHEREOF, the GRANTEE has hereunto executed this instrument on the day and year above written.



Michael Wise


Stephanie Wise

State of WA }
County of Grant } ss:

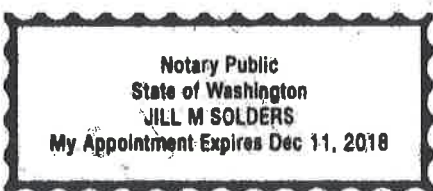
On this 14 day of **December, 2016**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Michael Wise and Stephanie Wise, husband and wife** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



Notary Public

My Term Expires: 12-11-18



Tom Schauwecker Assessor

Parcel 11-619-24-01-207.00 01

Property Location 5460 N GOLDEN DR

| | | |
|-----------------------------|--------------------------------|----------------------|
| City | Road COMMON ROAD DISTRICT (CO) | School COLUMBIA (C1) |
| Library COL BC LIBRARY (L4) | Fire BOONE COUNTY (F1) | |

| | | | |
|------------------|--------------------|----------------------------|---|
| Owner | BUSH DEDRICK L | Subdivision Plat Book/Page | 0012 0029 |
| Address | 5460 N GOLDEN DR | Section/Township/Range | 24 49 13 |
| Care Of | | Legal Description | CLEARVIEW SD PLAT 7 LOT 3 |
| City, State, Zip | COLUMBIA, MO 65202 | Lot Size | 50.00 x 147.10 |
| | | Irregular Shape | Y |
| | | Deeded Acreage | .00 |
| | | Calculated Acreage | .00 |
| | | Deed Book/Page | 4695 0035 4237 0003 2687 0088 2569 0158 |

CURRENT APPRAISED

| Type | Total |
|---------------|---------------|
| RESIDENTIAL | 85,970 |
| Totals | 85,970 |

CURRENT ASSESSED

| Type | Total |
|---------------|---------------|
| RESIDENTIAL | 16,334 |
| Totals | 16,334 |

PROPERTY DESCRIPTION

| | |
|--------------------------|---------------------|
| Year Built | 1979 |
| Use | SINGLE FAMILY (101) |
| Basement | FULL (4) |
| Attic | NONE (1) |
| Bedrooms | 4 |
| Main Area | 1,144 |
| Full Bath | 2 |
| Finished Basement Area | 864 |
| Half Bath | 0 |
| Total Rooms | 8 |
| Total Square Feet | 2,008 |

Boone County Assessor

Boone County Government Center
801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4270
Fax (573) 886-4254

Mapping (573) 886-4262
Personal Property (573) 886-4250
Real Estate (573) 886-4265

451-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

8th

day of

October

2020

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 5711 N Highway 763, parcel #11-600-24-00-012.00 01.

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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

| | | |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement |) | October Session |
| 5711 N Highway 763 |) | October Adjourned |
| Columbia, MO 65202 |) | Term 2020 |
| |) | Commission Order No. <u>451-2020</u> |

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 8th day of October 2020, 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: trash, rubbish, garbage, and a derelict/unlicensed/junk-filled/dismantled/inoperable red flatbed Chevrolet truck and white four-door Volvo vehicle on the premises.
4. The location of the public nuisance is as follows: 5711 N Highway 763, Columbia, MO, a/k/a parcel# 11-600-24-00-012.00 01, Section 24, Township 49, Range 13 as shown by deed book 1191 page 0540, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage and broken furniture in violation of section 6.5 of the Code and a derelict/unlicensed/junk-filled/dismantled/inoperable red flatbed Chevrolet truck and white four-door Volvo 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 3rd day of September 2020, 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

Daniel K. Atwill

Presiding Commissioner

ATTEST:

Brianne L. Lannon
Boone County Clerk

Gary R & Julia M Jolley

5711 N Hwy 763

Health Department nuisance notice – timeline

- 7/22/20: Citizen complaint received
- 7/23/20: Initial inspection conducted
- 7/25/20: Notice of violation sent to owner, return receipt requested
- 9/3/20: Notice of violation posted in local newspaper
- 9/23/20: Reinspection conducted – violation not abated – photographs taken 9/23/20 ~ 3:25 p.m.
- 9/25/20: Hearing notice sent

Photographs taken 9/23/20 ~ 3:25 p.m.

Trash, rubbish, garbage, and a derelict/unlicensed/junk-filled/dismantled/inoperable red flatbed Chevrolet truck and a white four-door Volvo vehicle on the premises







COPY



HEARING NOTICE

JOLLEY GARY R & JULIA M
4790 E MCGEE RD
COLUMBIA, MO 65202

An inspection of the property you own located at 5711 N HWY 763 (parcel # 11-600-24-00-012.00 01) was conducted on September 23, 2020 and revealed trash, rubbish, garbage, and a derelict/unlicensed/junk-filled/dismantled/inoperable red flatbed Chevrolet truck and white four-door Volvo 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 the a hearing will be held before the County Commission on October, 8, 2020 at 1:30 p.m. in **Room 301** 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. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25th day of September 2020 by DLR

ATTN: DONNA
 COLUMBIA/BOONE COUNTY DEPARTMENT OF
 PUBLIC HEALTH AND HUMAN SERVICES
 DIVISION OF ENVIRONMENTAL HEALTH
 P.O. BOX 6015
 COLUMBIA, MO 65205

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31007015 _____

NOTICE OF DECLARATION
 OF PUBLIC NUISANCE AND
 ORDER OF ABATEMENT
 JOLLEY GARY R & JULIA M
 4790 E MCGEE RD
 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: 5711 N Highway 763 as shown by deed book 1191 page 0540

Type of Nuisance: A derelict/unlicensed/ junk-filled/dismantled/inoperable red flat-bed Chevrolet truck and a white four-door Volvo vehicle, trash, rubbish, garbage, and tires on premises.

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: September 3, 2020
 Stephanie Browning, Director,
 Columbia/Boone County
 Department of Public Health
 Insertion Date: September 3, 2020

STATE OF MISSOURI }
 County of Boone } ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second 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 provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

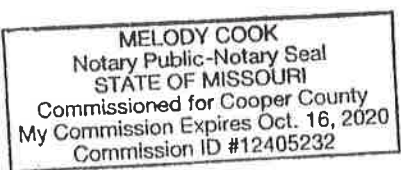
- 1st Insertion September 3, 2020
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- 19th Insertion 2020
- 20th Insertion 2020
- 21st Insertion 2020

COLUMBIA MISSOURIAN PRINTER'S FEE \$37.05

By: Bryan Chester
 (Bryan Chester, General Manager)

Subscribed and sworn to before me this
3rd day of September, 2020

Melody Cook
 (Melody Cook, Notary Public)
 My Commission Expires October 16, 2020

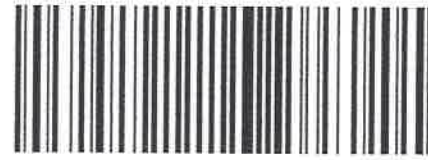




#59

11003210

Division of Environmental Health
1005 W. Worley Street
Columbia, Missouri 65203



7019 0700 0001 9158 3474

US POSTAGE \$006.90

ZIP 65203
011212001



HAZARD AND/OR NUISANCE ANL

NIXIE

631 DE 1

6006/22/20

JOLLEY GARY R & JULIA M
4790 E MCGEE RD
COLUMBIA, MO 65202

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 65203203785 *1116-01403-22-33

652032037

7019 0700 0001 9158 3474

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL 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 \$ 6.90

Total Postage and Fees \$ 6.90

Postmark Here

City, State, ZIP+4®
Columbia, MO 65202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

*STILL
7/25/2020*



COPY



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

JOLLEY GARY R & JULIA M
4790 E MCGEE RD
COLUMBIA, MO 65202

An inspection of the property you own located at 5711 N HWY 763 (parcel #11-600-24-00-012.00 01) was conducted on July 22, 2020 and revealed a derelict/unlicensed/junk-filled/dismantled/inoperable red flatbed Chevrolet truck and white four-door Volvo vehicle 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 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been 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 is not abated 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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 25th day of July, 2020 by [Signature]





COPY



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

JOLLEY GARY R & JULIA M
4790 E MCGEE RD
COLUMBIA, MO 65202

An inspection of the property you own located at own located at 5711 N HWY 763 (parcel # 11-600-24-00-012.00 01) was conducted on July 23, 2020 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public 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 special 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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 25 day of July 2020 by

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

CoMo.gov



Our vision: Columbia is the best place for everyone to live, work, learn and play.

GENERAL WARRANTY DEED

540

Filed for record November 17, 1995 at 4:04:52 AM in Boone Co. Mo. Bettie Johnson, Recorder of Deeds Document No. 21741 recorded in Book 1191 Page 540

THIS DEED, Made and entered into this 16th day of November, 19 95, by and between MARK O. BURR and MARY L. BURR, husband and wife party or parties of the first part, of Boone County, State of Missouri, grantor(s), and GARY R. JOLLEY and JULIA M. JOLLEY, husband and wife party or parties of the second part, of Boone County, State of Missouri, grantee(s).

Grantee's mailing address is 5711 Hwy 763 North, Columbia, Mo. 65202
WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar 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 GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the Boone County of Boone and State of Missouri, to wit:

A tract of land located in the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 24, Township 49 North, Range 13 West, shown and described by survey recorded in Book 497, Page 827, Records of Boone County, Missouri.

Subject to easements and restrictions of record.

Together with all of Grantors' right, title and interest in and to the Sewage Lagoon Agreement recorded in Book 501, Page 64, Deed Records of Boone County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whatsoever, excepting however, the general taxes for the calendar year 1995 and thereafter, and special taxes becoming a lien after the date of this deed.

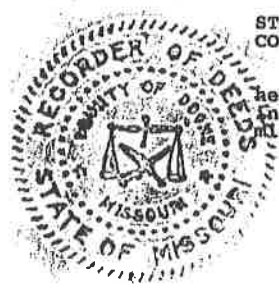
IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

MARK O. BURR
MARY L. BURR

STATE OF MISSOURI
COUNTY OF BOONE ss. On this 16th day of November, 19 95 before me personally appeared MARK O. BURR and MARY L. BURR, husband and wife to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

My term expires the _____ day of _____, 19____
CHRISTINE KLEINDIENST
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAR. 20, 1999
COUNTY OF CALLAWAY



STATE OF MISSOURI)
COUNTY OF BOONE) ss. Document No. 21741

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 17th day of November, 1995 at 9 o'clock and 04:52 minutes AM and is truly recorded in Book 1191 Page 540.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS
by Becky Moser deputy

Nora Dietzel, Recorder of Deeds

Tom Schauwecker Assessor

Parcel 11-600-24-00-012.00 01

Property Location 5711 N HWY 763

City

Road COMMON ROAD DISTRICT (CO)

School COLUMBIA (C1)

Library COL BC LIBRARY (L4)

Fire BOONE COUNTY (F1)

Owner JOLLEY GARY R & JULIA M

Address 4790 E MCGEE RD

Care Of

City, State, Zip COLUMBIA, MO 65202

Subdivision Plat Book/Page

Section/Township/Range 24 49 13

Legal Description PT E1/2 SE

(SUR 497-827)
EXC PT FOR RD

Lot Size 177.00 x 150.00

Irregular Shape Y

Deeded Acreage .00

Calculated Acreage .00

Deed Book/Page 3192 0066 1191 0540

CURRENT APPRAISED

| Type | Total |
|---------------|---------------|
| COMMERCIAL | 56,900 |
| Totals | 56,900 |

CURRENT ASSESSED

| Type | Total |
|---------------|---------------|
| COMMERCIAL | 18,208 |
| Totals | 18,208 |

PROPERTY DESCRIPTION

Use

| | | | |
|--------------------|----------|--------------------------|----------|
| Basement | 0 | Attic | 0 |
| Bedrooms | 0 | Main Area | 0 |
| Full Bath | 0 | Finished Basement Area | 0 |
| Half Bath | 0 | | |
| Total Rooms | 0 | Total Square Feet | 0 |

Boone County Assessor

Boone County Government Center
801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

Office (573) 886-4270
Fax (573) 886-4254

2/5/2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 20²⁰

County of Boone

In the County Commission of said county, on the

8th

day of

October

20²⁰

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 4790 E McGee Road, parcel #12-201-04-00-045.00 01.

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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

| | | |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement |) | October Session |
| 4790 E McGee Rd |) | October Adjourned |
| Columbia, MO 65202 |) | Term 2020 |
| |) | Commission Order No. <u>452-2020</u> |

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 8th day of October 2020, 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: trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 4790 E McGee Rd, Columbia, MO, a/k/a parcel# 12-201-04-00-045.00 01, Section 4, Township 49, Range 12 as shown by deed book 2429 page 0087, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage and broken furniture 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 3rd day of September 2020, 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

Daniel K. Atwill

Presiding Commissioner

ATTEST:

Brianna L. Lamm

Boone County Clerk

Gary R & Julia M Jolley

5711 N Hwy 763

Health Department nuisance notice – timeline

- 5/4/20: Citizen complaint received
- 7/27/20: Initial inspection conducted
- 7/29/20: Notice of violation sent to owner, return receipt requested
- 9/3/20: Notice of violation posted in local newspaper
- 9/23/20: Reinspection conducted – violation not abated – photographs taken 9/23/20 ~ 3:15 p.m.
- 9/25/20: Hearing notice sent

Photographs taken 9/23/20 ~ 3:15 p.m.

Trash, rubbish and garbage on the premises





COPY



HEARING NOTICE

JOLLEY GARY R & JULIA M
4790 E MCGEE RD
COLUMBIA, MO 65202

An inspection of the property you own located at 4790 E MCGEE RD (parcel # 12-201-04-00-045.00 01) was conducted on September 23, 2020 and revealed trash, rubbish and garbage 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 the a hearing will be held before the County Commission on October, 8, 2020 at 1:30 p.m. in **Room 301** 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. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25th day of

September 2020 by DLR

ATTN: DONNA
 COLUMBIA/BOONE COUNTY DEPARTMENT OF
 PUBLIC HEALTH AND HUMAN SERVICES
 DIVISION OF ENVIRONMENTAL HEALTH
 P.O. BOX 6015
 COLUMBIA, MO 65205

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31007016 _____

NOTICE OF DECLARATION
 OF PUBLIC NUISANCE AND
 ORDER OF ABATEMENT
 JOLLEY GARY R & JULIA M
 4790 E MCGEE RD
 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 con-
 tain the following described public nui-
 sance 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: 4790 E McGee
 Road as shown by deed book 2429 page
 0087

Type of Nuisance: Trash, rubbish and
 garbage on premises.

The above named persons are further
 notified that if they fail to abate such nui-
 sance 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 infor-
 mation concerning these proceedings,
 contact the Columbia/Boone Department
 of Public Health, 1005 W. Worley Street,
 Columbia, MO 65203.

Date of Declaration, Order and
 Publication: September 3, 2020

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

Insertion Date: September 3, 2020

STATE OF MISSOURI)
) ss.
 County of Boone)

I, Bryan Chester, being duly sworn according to law state that I am one of the
 publishers of the Columbia Missourian, a daily newspaper of general circulation in the
 County of Boone where located: which has been admitted to the Post Office as second
 class matter in the City of Columbia, Missouri the city of publication: which newspa-
 per 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 provision of Section 493.050, Revised Statutes
 of Missouri, 1969. The affixed notice appeared in said newspaper on the following
 consecutive issues:

| | |
|----------------|-------------------|
| 1st Insertion | September 3, 2020 |
| 2nd Insertion | 2020 |
| 3rd Insertion | 2020 |
| 4th Insertion | 2020 |
| 5th Insertion | 2020 |
| 6th Insertion | 2020 |
| 7th Insertion | 2020 |
| 8th Insertion | 2020 |
| 9th Insertion | 2020 |
| 10th Insertion | 2020 |
| 11th Insertion | 2020 |
| 12th Insertion | 2020 |
| 13th Insertion | 2020 |
| 14th Insertion | 2020 |
| 15th Insertion | 2020 |
| 16th Insertion | 2020 |
| 17th Insertion | 2020 |
| 18th Insertion | 2020 |
| 19th Insertion | 2020 |
| 20th Insertion | 2020 |
| 21st Insertion | 2020 |

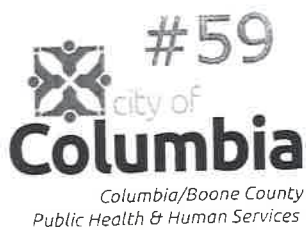
COLUMBIA MISSOURIAN PRINTER'S FEE \$34.45

By: Bryan Chester
 (Bryan Chester, General Manager)

Subscribed and sworn to before me this
3rd day of September, 2020

Melody Cook
 (Melody Cook, Notary Public)
 My Commission Expires October 16, 2020

MELODY COOK
 Notary Public-Notary Seal
 STATE OF MISSOURI
 Commissioned for Cooper County
 My Commission Expires Oct. 16, 2020
 Commission ID #12405232



Division of Environmental
1005 W. Worley Street
Columbia, Missouri 65203



7019 0700 0001 9158 3511

Hasler
07/28/2020
US POSTAGE \$006.90
01/15/2020



HAZARD AND/OR NUISANCE

NIXIE

631 DE 1

0008/22/20

JOLLEY GARY R & JULIA M
4790 E MCGEE RD
COLUMBIA, MO 65202

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

Handwritten: KTRC 7/30/2020

ENC BC: 65203203705 *2766-05504-28-36
652032037
6520320371 R019

7019 0700 0001 9158 3511

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL 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 \$6.90
 Total Postage and Fees \$6.90

Postmark Here
 JUL 28 2020

Send To
 Street and Apt. No., or PO Box No.
 4790 E McGee Rd
 City, State, Zip+4
 Columbia, MO 65202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



COPY



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

JOLLEY GARY R & JULIA M
4790 E MCGEE RD
COLUMBIA, MO 65202

An inspection of the property you own located at own located at 4790 E MCGEE RD (parcel # 12-201-04-00-045.00 01) was conducted on July 27, 2020 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public 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 special 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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 29th day of July 2020 by DJR.



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov



Our vision: Columbia is the best place for everyone to live, work, learn and play.

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time 01/22/2004 at 10:42:49 AM

Instrument #: 2004001778 Book: 02429 Page: 0087

Grantor BATA, CLIFTON

Grantee JOLLEY, GARY R

Instrument Type WD
Recording Fee \$27.00
No of Pages 2

Bette Johnson
Bette Johnson, Recorder of Deeds



GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 16th day of January, 2004, by and between CLIFTON BATA AND JUDY K. BATA, HUSBAND AND WIFE

party or parties of the first part of BOONE County, State of Missouri, Grantor(s) and GARY R. JOLLEY AND JULIA M. JOLLEY, HUSBAND AND WIFE

party or parties of the second part of BOONE County, State of Missouri, Grantee(s).

Grantee's Mailing Address is 4790 E. Mc Lee Rd, Columbia, Mo. 65201

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, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, State of Missouri, to-wit:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION FOUR (4), TOWNSHIP FORTY-NINE (49) NORTH, RANGE TWELVE (12) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI, BEING THE EAST THREE (3) ACRES OF A TEN (10) ACRE TRACT OF LAND DESCRIBED BY THE SURVEY RECORDED IN BOOK 335, PAGE 498, RECORDS OF BOONE COUNTY, MISSOURI.

EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION, BY WARRANTY DEED DATED JUNE 14, 1985 AND RECORDED IN BOOK 540, PAGE 436, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD THE SAME, together with all the rights, immunities, privileges, and appurtenances thereunto belonging unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2004 and thereafter, and special taxes becoming a lien after the date of this deed.

BOOGWD

Nora Dietzel, Recorder of Deeds

Unofficial Document

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.

Clifton Bata
CLIFTON BATA

Judy K. Bata
JUDY K. BATA

STATE OF ~~MISSOURI~~ Mississippi }
COUNTY OF ~~BOONE~~ DeSoto } ss

On this 16th day of January, 2004, before me personally appeared
CLIFTON BATA AND JUDY K. BATA, HUSBAND AND WIFE

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ~~COLUMBIA~~ Olive Branch, MS,
~~Missouri~~, the day and year first above written.

My term expires the 28 day of July, 2007.

Michael J. Perry
signed
Michael J. Perry

(SEAL)



Tom Schauwecker Assessor

Parcel 12-201-04-00-045.00 01

Property Location 4790 E MCGEE RD

| | | |
|-----------------------------|--------------------------------|------------------------|
| City | Road COMMON ROAD DISTRICT (CO) | School HALLSVILLE (R4) |
| Library COL BC LIBRARY (L4) | Fire BOONE COUNTY (F1) | |

| | | | |
|------------------|-------------------------|----------------------------|--------------------------------|
| Owner | JOLLEY GARY R & JULIA M | Subdivision Plat Book/Page | |
| Address | 4790 E MCGEE RD | Section/Township/Range | 4 49 12 |
| Care Of | | Legal Description | SE PT NE (E PT SUR 335-498) |
| City, State, Zip | COLUMBIA, MO 65202 | Lot Size | 130.00 x 351.65 |
| | | Irregular Shape | Y |
| | | Deeded Acreage | .00 |
| | | Calculated Acreage | .00 |
| | | Deed Book/Page | 2429 0087 1162 0809 0741 0162 |

CURRENT APPRAISED

| | |
|-------------|--------|
| Type | Total |
| RESIDENTIAL | 96,880 |
| Totals | 96,880 |

CURRENT ASSESSED

| | |
|-------------|--------|
| Type | Total |
| RESIDENTIAL | 18,407 |
| Totals | 18,407 |

PROPERTY DESCRIPTION

| | | |
|-------------|---------------------|--------------------------|
| Year Built | 1967 (ESTIMATE) | |
| Use | SINGLE FAMILY (101) | |
| Basement | FULL (4) | Attic NONE (1) |
| Bedrooms | 3 | Main Area 1,184 |
| Full Bath | 1 | Finished Basement Area 0 |
| Half Bath | 0 | |
| Total Rooms | 7 | Total Square Feet 1,184 |

Boone County Assessor

Boone County Government Center
801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4270
Fax (573) 886-4254

Mapping (573) 886-4262
Personal Property (573) 886-4250
Real Estate (573) 886-4265

453-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

October

2020

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 6481 S West Way, parcel #20-216-10-01-061.00 01.

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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

| | | |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement |) | October Session |
| 6481 S West Way |) | October Adjourned |
| Columbia, MO 65203 |) | Term 2020 |
| |) | Commission Order No. <u>453-2020</u> |

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 8th day of October 2020, 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: trash, rubbish, garbage, broken furniture, and a derelict/unlicensed/junk-filled/dismantled/inoperable black Cadillac Escalade vehicle on the premises.
4. The location of the public nuisance is as follows: 6481 S West Way, Columbia, MO, a/k/a parcel# 20-216-10-01-061.00 01, Gateway South, Plat 4, Lot 56, Section 10, Township 47, Range 13 as shown by deed book 2286 page 0195, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage and broken furniture in violation of section 6.5 of the Code and derelict/unlicensed/junk-filled/dismantled/inoperable vehicle on the premises 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 29th day of July 2020, 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

Daniel K. Atwill
Presiding Commissioner

ATTEST:

Brianna L. Loman
Boone County Clerk

Ted D Jr & Susan A Worstell

6481 Southwest Way

Health Department nuisance notice – timeline

- 6/17/20: Citizen complaint received
- 6/18/20: Initial inspection conducted
- 6/26/20: Notice of violation sent to owner, return receipt requested
- 7/29/20: Notice of violation posted in local newspaper
- 9/14/20: Reinspection conducted – violation not abated – photographs taken ~ 10:50 a.m.
- 9/22/20: Hearing notice sent

Photographs taken 9/14/20 ~ 10:50 a.m.

Trash, rubbish, garbage, broken furniture, and a derelict/unlicensed/junk-filled/dismantled/inoperable black Cadillac Escalade vehicle on the premises







COPY



HEARING NOTICE

WORSTELL TED D JR & SUSAN
6481 SOUTHWEST WAY
COLUMBIA, MO 65203

An inspection of the property you own located at 6481 S WEST WAY (parcel #20-216-10-01-061.00 01) was conducted on September 14, 2020 and revealed trash, rubbish, garbage, broken furniture, and a derelict/unlicensed/junk-filled/dismantled/inoperable black Cadillac Escalade 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 the a hearing will be held before the County Commission on October 8, 2020 at 1:30 p.m. in **Room 301** 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. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 22nd day of

September 2020 by DR

**ATTN: DONNA
 COLUMBIA/BOONE COUNTY DEPARTMENT OF
 PUBLIC HEALTH AND HUMAN SERVICES
 DIVISION OF ENVIRONMENTAL HEALTH
 P.O. BOX 6015
 COLUMBIA, MO 65205**

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31006836

**NOTICE OF DECLARATION
 OF PUBLIC NUISANCE AND
 ORDER OF ABATEMENT**
 WORSTELL TED D JR & SUSAN
 6481 SOUTHWEST WAY
 COLUMBIA, MO 65203
 In accordance with section 87.402 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 con-
 tain the following described public nu-
 sance 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: 6481 S West Way
 as shown by deed book 2286 page 0195
 Type of Nuisance: A derelict/unlicensed/
 junk-filled/dismantled/inoperable black
 Cadillac Escalade vehicle, growth of
 weeds in excess of twelve inches high,
 trash, rubbish, and garbage on the prem-
 ises.

The above named persons are further
 notified that if they fail to abate such nu-
 sance 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, 501 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 infor-
 mation concerning these proceedings,
 contact the Columbia/Boone Department
 of Public Health, 1005 W. Worley Street,
 Columbia, MO 65203.
 Date of Declaration, Order and
 Publication: July 29, 2020

Stephanie Browning, Director,
 Columbia/Boone County
 Department of Public Health
 INSERTION DATE: July 29, 2020

STATE OF MISSOURI

County of Boone

} ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boons where located: which has been admitted to the Post Office as second 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 provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

| | | |
|----------------|-------|---------------|
| 1st Insertion | ..... | July 29, 2020 |
| 2nd Insertion | ..... | 2020 |
| 3rd Insertion | ..... | 2020 |
| 4th Insertion | ..... | 2020 |
| 5th Insertion | ..... | 2020 |
| 6th Insertion | ..... | 2020 |
| 7th Insertion | ..... | 2020 |
| 8th Insertion | ..... | 2020 |
| 9th Insertion | ..... | 2020 |
| 10th Insertion | ..... | 2020 |
| 11th Insertion | ..... | 2020 |
| 12th Insertion | ..... | 2020 |
| 13th Insertion | ..... | 2020 |
| 14th Insertion | ..... | 2020 |
| 15th Insertion | ..... | 2020 |
| 16th Insertion | ..... | 2020 |
| 17th Insertion | ..... | 2020 |
| 18th Insertion | ..... | 2020 |
| 19th Insertion | ..... | 2020 |
| 20th Insertion | ..... | 2020 |
| 21st Insertion | ..... | 2020 |

COLUMBIA MISSOURIAN PRINTER'S FEE \$36.40

By: _____
 (Bryan Chester, General Manager)

Subscribed and sworn to before me this
 28th day of September, 2020

 (Melody Cook, Notary Public)
 My Commission Expires October 16, 2020



CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL MAIL

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 \$ **6.90**

Total Postage and Fees \$

Sent To

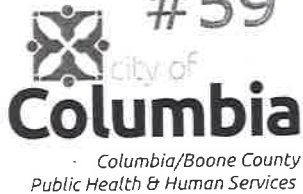
Ted D & Susan Worstell
Street and Apt. No./PO Box No.
6481 Southwest Way
City, State, ZIP+4®
Columbia MO 65203

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



2020 0821 0000 5272



#59 11003210

Division of Environmental Health
1005 W. Worley Street
Columbia, Missouri 65203



HAZARD AND/OR NUISANCE AND C

WORSTELL TED D JR & SUSAN
6481 SOUTHWEST WAY
COLUMBIA, MO 65203

CERTIFIED MAIL®



7018 1830 0001 5579 1479

Hasler
06/06/2020
US POSTAGE \$006.90
ZIP+4®
01821-9998

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7/6*

UNCLAIMED

6520339445 R034





COPY



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

WORSTELL TED D JR & SUSAN
6481 SOUTHWEST WAY
COLUMBIA, MO 65203

An inspection of the property you own located at 6481 S WEST WAY (parcel # 20-216-10-01-061.00 01) was conducted on June 18, 2020 and revealed a derelict/unlicensed/junk-filled/dismantled/inoperable black Cadillac Escalade vehicle 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 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been 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 is not abated 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.**

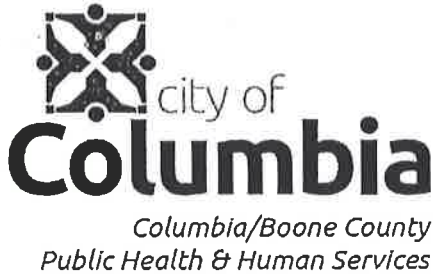
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom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

Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20th day of June, 2020 by DUR.





COPY



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

WORSTELL TED D JR & SUSAN
6481 SOUTHWEST WAY
COLUMBIA, MO 65203

An inspection of the property you own located at own located at 6481 S WEST WAY (parcel # 20-216-10-01-061.00 01) was conducted on June 18, 2020 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public 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 special 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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 26th day of June 2020 by [Signature]



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov



Our vision: Columbia is the best place for everyone to live, work, learn and play.

Boone County, Missouri

195

Unofficial Document

Recorded In Boone County, Missouri

Date and Time: 07/18/2003 at 03:05:42 PM

Instrument # 2003029385 Book 02286 Page 0195

First Grantor BASNETT, RICHARD J

First Grantee WORSTELL, TED D JR

Instrument Type WD

Recording Fee \$26.00

Bette Johnson
Bette Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 16th day of July, 2003, by and between
Richard J. Basnett, a single person

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and
Ted D. Worstell, Jr. and Susan A. Worstell, husband and wife

Grantee(s),

Grantee'(s) address: 6481 Southwest Way Columbia, MO 65203
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1 00) 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 GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and the State of Missouri, to-wit:

Lot Fifty-six (56) of GATEWAY SOUTH PLAT NUMBER FOUR (4) as shown by Plat of said subdivision recorded in Plat Book 10, Page 190, Records of Boone County, Missouri

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

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Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2003 and thereafter, and special taxes becoming a lien after the date of this deed

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 above written

Richard J. Basnett (signature)

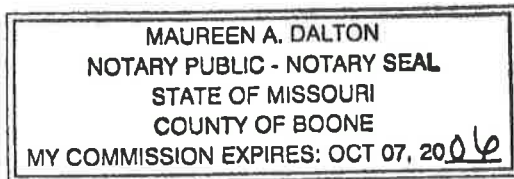
STATE OF MISSOURI)
COUNTY OF Boone) ss.

On this 16th day of July, 2003, before me personally appeared Richard J. Basnett, a single person

to me known to be the person or persons described in and who executed the same as his free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(signature)
Notary Public



My Commission Expires:

Nora Dietzel, Recorder of Deeds

Tom Schauwecker Assessor

Parcel 20-216-10-01-061.00 01

Property Location 6481 S WEST WAY

City _____ Road COMMON ROAD DISTRICT (CO) School COLUMBIA (C1)
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner WORSTELL TED D JR & SUSAN A Subdivision Plat Book/Page 0010 0190
 Address 6481 SOUTHWEST WAY Section/Township/Range 10 47 13
 Care Of _____ Legal Description GATEWAY SOUTH PLAT 4
 City, State, Zip COLUMBIA, MO 65203 LOT 56
 Lot Size 74.93 x 105.00
 Irregular Shape Y
 Deeded Acreage .00
 Calculated Acreage .00
 Deed Book/Page 2286 0195 1687 0781

CURRENT APPRAISED

| Type | Total |
|---------------|---------------|
| RESIDENTIAL | 93,420 |
| Totals | 93,420 |

CURRENT ASSESSED

| Type | Total |
|---------------|---------------|
| RESIDENTIAL | 17,749 |
| Totals | 17,749 |

PROPERTY DESCRIPTION

| | | |
|-------------|---------------------|----------------------------|
| Year Built | 1975 (ESTIMATE) | |
| Use | SINGLE FAMILY (101) | |
| Basement | FULL (4) | Attic NONE (1) |
| Bedrooms | 3 | Main Area 1,052 |
| Full Bath | 2 | Finished Basement Area 600 |
| Half Bath | 0 | |
| Total Rooms | 6 | Total Square Feet 1,652 |

Boone County Assessor

Boone County Government Center
 801 E. Walnut St., Rm 143
 Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4270
 Fax (573) 886-4254

Mapping (573) 886-4262
 Personal Property (573) 886-4250
 Real Estate (573) 886-4265

454-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

October

2020

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 4250 Wyatt Lane #8, parcel #12-802-27-03-016.00 01.

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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

In Re: Nuisance Abatement)
4250 Wyatt Ln #8)
Columbia, MO 65202)

October Session
October Adjourned
Term 2020
Commission Order No. 454-2020

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 8th day of October 2020, 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: a growth of weeds in excess of twelve inches high, trash, rubbish, and garbage on the premises.
4. The location of the public nuisance is as follows: 4250 Wyatt Ln #8, Columbia, MO, a/k/a parcel# 12-802-27-03-016.00 01, Section 27, Township 49, Range 12 as shown by deed book 2431 page 0081, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage and broken furniture in violation of section 6.5 of the Code and a growth of weeds in excess of twelve inches high in violation of section 6.7.
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 3rd day of September 2020, 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

Daniel K. Atwill

Presiding Commissioner

ATTEST:

Brianna L. Leason *ll*

Boone County Clerk

Rand Dale

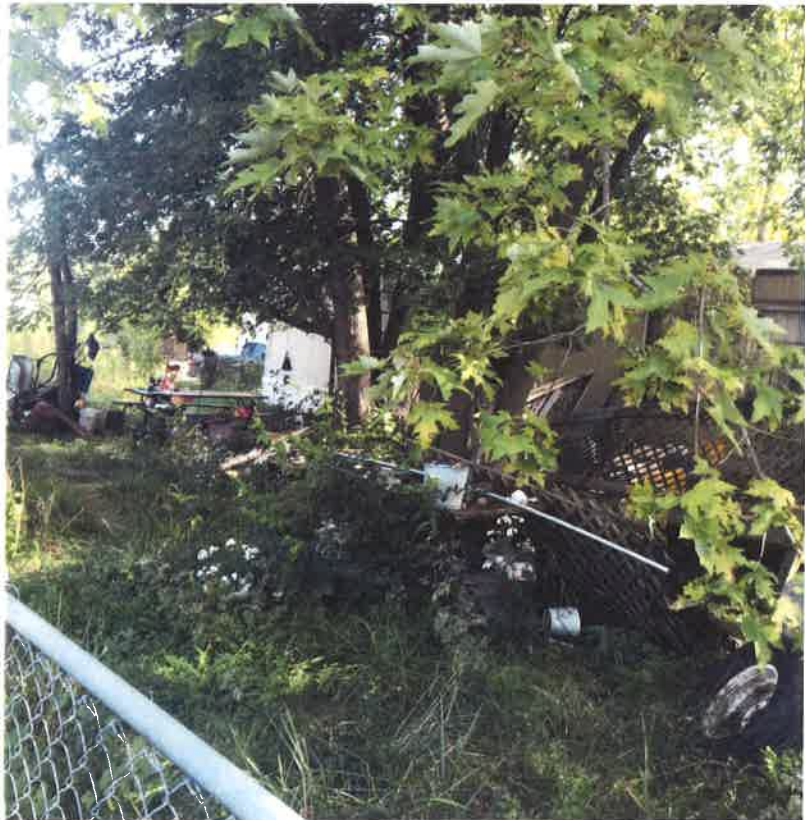
4250 N Wyatt Ln #8

Health Department nuisance notice – timeline

- 7/16/20: Citizen complaint received
- 7/17/20: Initial inspection conducted
- 7/22/20: Notice of violation sent to owner, return receipt requested
- 9/3/20: Notice of violation posted in local newspaper
- 9/22/20: Reinspection conducted – violation not abated – photographs taken ~ 10:40 a.m.
- 9/24/20: Hearing notice sent

Photographs taken 9/22/20 ~ 10:40 a.m.

Trash, rubbish and garbage on the premises







COPY



HEARING NOTICE

RAND DALE
4250 WYATT LN #8
COLUMBIA, MO 65202

An inspection of the property you own located at 4250 N WYATT LN #8 (parcel #12-802-27-03-016.00 01) was conducted on September 22, 2020 and revealed a growth of weeds in excess of twelve inches high, trash, rubbish, and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.7.

You are herewith notified that the a hearing will be held before the County Commission on October, 8, 2020 at 1:30 p.m. in **Room 301** 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. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 24th day of

September 2020 by DLR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov



ATTN: DONNA
 COLUMBIA/BOONE COUNTY DEPARTMENT OF
 PUBLIC HEALTH AND HUMAN SERVICES
 DIVISION OF ENVIRONMENTAL HEALTH
 P.O. BOX 6015
 COLUMBIA, MO 65205

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31007013 _____

NOTICE OF DECLARATION
 OF PUBLIC NUISANCE AND
 ORDER OF ABATEMENT

RAND DALE
 4250 WYATT LN #8
 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: 4250 N Wyatt Lane, #8, as shown by deed book 2431 page 0081

Type of Nuisance: A growth of weeds in excess of twelve inches high, and trash, rubbish and garbage on the premises.

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: September 3, 2020

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

INSERTION DATE: September 3, 2020

STATE OF MISSOURI)
) ss.
 County of Boone)

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second 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 provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

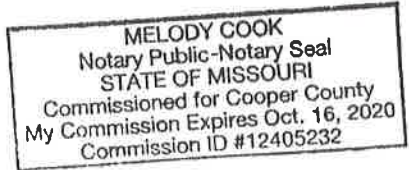
- 1st Insertion September 3, 2020
- 2nd Insertion , 2020
- 3rd Insertion , 2020
- 4th Insertion , 2020
- 5th Insertion , 2020
- 6th Insertion , 2020
- 7th Insertion , 2020
- 8th Insertion , 2020
- 9th Insertion , 2020
- 10th Insertion , 2020
- 11th Insertion , 2020
- 12th Insertion , 2020
- 13th Insertion , 2020
- 14th Insertion , 2020
- 15th Insertion , 2020
- 16th Insertion , 2020
- 17th Insertion , 2020
- 18th Insertion , 2020
- 19th Insertion , 2020
- 20th Insertion , 2020
- 21st Insertion , 2020

COLUMBIA MISSOURIAN PRINTER'S FEE \$35.10

By: *Bryan Chester*
 (Bryan Chester, General Manager)

Subscribed and sworn to before me this 3rd day of September, 2020

Melody Cook
 (Melody Cook, Notary Public)
 My Commission Expires October 16, 2020



#59 11003210



Division of Environment
1005 W. Worley Street
Columbia, Missouri 65201

Columbia/Boone County
Public Health & Human Services



RAND DALE
4250 WYATT LN #8
COLUMBIA, MO 65202



7019 0700 0001 9158 3405

UNC

NIXIE 531 DE 1 9998/22/20
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 65203203705 *1116-01571-22-33

652032037

7019 0700 0001 9158 3405

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

| | |
|--|-------------------|
| Certified Mail Fee | \$ |
| Extra Services & Fees (check box, add fee as appropriate) | |
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |
| Postage | \$ 6.90 |
| Total Postage and Fees | \$ |
| Sent To | Joe Rand |
| Street and Apt. No., or PO Box No. | 4250 Wyatt Ln #8 |
| City, State, ZIP+4® | Columbia MO 65202 |

Handwritten initials

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

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

COPY

RAND DALE
4250 WYATT LN #8
COLUMBIA, MO 65202

An inspection of the property you own located 4250 N WYATT LN #8 (parcel # 12-802-27-03-016.00 01) was conducted on July 17, 2020 and revealed a growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a public 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 6.7. 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 special 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,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 21st day of July 2020 by DUR.

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



COPY



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

RAND DALE
4250 WYATT LN #8
COLUMBIA, MO 65202

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Sincerely,

Garth Baker
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 21st day of July 2020 by DWR.

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 01/27/2004 at 12:27:07 PM

Instrument #: 2004002122 Book: 02431 Page: 0081

Grantor: KINKEAD, ROBERT L
Grantee: RAND, DALE

Instrument Type: WD
Recording Fee: \$27.00
No. of Pages: 2

Bette Johnson
Bette Johnson, Recorder of Deeds



WARRANTY DEED

(INFORMATION PROVIDED ON THIS DOCUMENT MUST BE TYPED OR PRINTED)

THIS DEED, Made and entered into this 3rd day of January A.D. Two Thousand and three by and between
Robert L. Kinkead (Grantor), of Boone County,
State of Missouri party or parties of the First Part, and Dale Rand (Grantee),
(Grantee's mailing address) 4250 Wyatt Lane, #8, Columbia, MO 65202
of Boone County, State of Missouri party or parties of the Second Part:

WITNESSETH: That the said party or parties of the First Part, for and 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, Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part the following described Real Estate situated in the County of Boone, in the State of Missouri to-wit:

Lot Eight (8), Plat Number One (1), final Plat of
C & R Subdivision, As shown by the Plat recorded at
Plat Book 10, Page 146 of the Boone County Records.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the First Part hereby covenanting that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises unto the said party or parties of the Second Part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

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.

WITNESS

Sherry Glydewell
Sherry Glydewell

Robert L. Kinkead
ROBERT L. KINKEAD

(ALL SIGNATURES MUST HAVE THE NAME TYPED OR PRINTED UNDERNEATH)

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO JAN 27 2004

Unofficial Document

STATE OF MISSOURI)
COUNTY OF Boone) ss.

On this 3 day of January, 2003 before me personally appeared _____

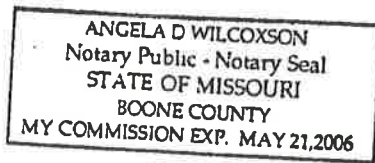
Robert L. Kinkad to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official Seal at

my office in Harrisburg, the day and year first above written.

My term expires May 21, 2006.

(Seal)



Angela D. Wilcoxson
Notary Public
Angela D. Wilcoxson

Nora Dietzel, Recorder of Deeds

Tom Schauwecker Assessor

Parcel 12-802-27-03-016.00 01

Property Location 4250 N WYATT LN #8

City _____ Road COMMON ROAD DISTRICT (CO) School COLUMBIA (C1)
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

| | | | |
|------------------|--------------------|----------------------------|---------------------|
| Owner | RAND DALE | Subdivision Plat Book/Page | 0010 0146 |
| Address | 4250 WYATT LN #8 | Section/Township/Range | 27 49 12 |
| Care Of | | Legal Description | C & R PLAT 1 |
| City, State, Zip | COLUMBIA, MO 65202 | | LOT 8 |
| | | Lot Size | 70.00 x 128.50 |
| | | Irregular Shape | Y |
| | | Deeded Acreage | .00 |
| | | Calculated Acreage | .00 |
| | | Deed Book/Page | 2431 0081 0957 0143 |

CURRENT APPRAISED

| Type | Total |
|---------------|---------------|
| RESIDENTIAL | 11,270 |
| Totals | 11,270 |

CURRENT ASSESSED

| Type | Total |
|---------------|--------------|
| RESIDENTIAL | 2,141 |
| Totals | 2,141 |

PROPERTY DESCRIPTION

| Use | |
|--------------------|------------------------------|
| Basement | 0 Attic 0 |
| Bedrooms | 0 Main Area 0 |
| Full Bath | 0 Finished Basement Area 0 |
| Half Bath | 0 |
| Total Rooms | 0 Total Square Feet 0 |

Boone County Assessor

Boone County Government Center
 801 E. Walnut St., Rm 143
 Columbia, MO 65201-7733

assessor@boonecountymo.org

Office (573) 886-4270
 Fax (573) 886-4254

Mapping (573) 886-4262
 Personal Property (573) 886-4250
 Real Estate (573) 886-4265

435-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 2020

In the County Commission of said county, on the 8th day of October 2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 37-01OCT20 – Mold Remediation in the Boone County Assessor’s Office to Interstate Restoration, LLC, d/b/a Catastrophe Cleaning & Restoration CO. (CATCO).

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

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 6, 2020
RE: Request for Bid Award Recommendation: *37-01OCT20 - Mold Remediation in the Boone County Assessor's Office*

Request for Bid *37-01OCT20 - Mold Remediation in the Boone County Assessor's Office* closed on October 1, 2020. Four bid responses were received.

Recommendation for award is the second low bidder, Interstate Restoration, LLC, d/b/a Catastrophe Cleaning & Restoration CO. (CATCO). The low bidder, Stan Morris Construction LLC received an undesirable reference from Jefferson City, Missouri.

Total cost of contract award is \$16,248.00 and will be paid from department 6100 - Facilities Maintenance, account 60100 - Building Repairs/Maintenance.

cc: Bid File
Tom Schauwecker, Assessor
Doug Coley, Facilities Maintenance Director

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone, Missouri (hereinafter referred to as the County), and **Interstate Restoration, LLC, d/b/a Catastrophe Cleaning & Restoration Co.**, (hereinafter referred to as the Contractor).

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

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

**MOLD REMEDIATION PROJECT IN THE BOONE COUNTY ASSESSOR'S OFFICE
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid specifications for Request for Bid **37-01OCT20** and the Bidder's bid response, for a total contract "shall not exceed" price of \$16,248.00.

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

Introduction and General Conditions of Bidding
Primary Specifications
Response Presentation and Review
Response Form
Statement of Bidders Qualifications
Standard Terms and Conditions
Debarment Certificate
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Affidavit of Compliance with OSHA
Wellington Environmental Report
Addendums #1, #2, #3

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

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

Anticipated timeline is as follows:

Day 1: containment and demolition
Day 2: cleaning
Day 2-3: 24 hours for scrubbers to run, then test

Day 4: If air test clears, then reconstruct and paint

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

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

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

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

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

The County agrees to pay the Contractor in the amount:

Sixteen Thousand, Two Hundred Forty-Eight Dollars and Zero (\$16,248.00)

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

Commission Order # _____

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 10/9/2020
at Columbia, Missouri. (Date)

**INTERSTATE RESTORATION, LLC
D/B/A CATASTROPHE CLEANING &
RESTORATION CO.**

BOONE COUNTY, MISSOURI
By: Boone County Commission

DocuSigned by:
Michael Hammack
By: _____
F73A4D6CFBC44D6...

DocuSigned by:
Daniel K. Atwill

BA4B934CED6E4EB...
Presiding Commissioner

Title: President

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson

7D71DEAEB9D74DD...
County Counselor

DocuSigned by:
Brianna L. Lennon by TF

81EA4C537696483...
County Clerk

AUDITOR CERTIFICATION

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

| | | |
|--|------------------|-----------------------------------|
| DocuSigned by: <i>June E Pitchford by JF</i> _____ 8C24BD84EE7A483... | <u>10/6/2020</u> | <u>6100 / 60100 - \$16,248.00</u> |
| Signature | Date | Appropriation Account |

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

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

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

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

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

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

Commission Order # _____

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

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all 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. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **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.
21. **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.

County of Boone

Purchasing Department

4. Revised Response Form

Company Name: CATCO / An Interstate Restoration Company
 Address: 2686 Metro Blvd.
 City/Zip: Maryland Heights, MO. 63043
 Phone Number: 314-772-9010
 E-Mail: rjohns@catcoinc.com
 Fax Number: 314-772-3348

Federal Tax I.D. 30-8487188

- Corporation
- Partnership – Name _____
- Individual/Proprietorship – Individual Name _____
- Other (Specify) LLC - P

4.00 PRICING –

| Provide pricing for the timeline that you outline in 4.2. | | |
|---|---|--------------------------------|
| 4.1. | Mold Remediation Service – lump sum “shall not exceed” project price. | \$ <u>16,248.⁰⁰</u> |

4.2. How much time is needed by the Contractor to complete the entire project from start of project until completion? Describe in detail how you would perform the entire project (nights, weekends, holidays, etc). Include cleaning, reconstruction, air quality check, etc. Include your recommended, detailed timeline with dates (include, if possible, working on project over three-day weekend of October 9-12). If you prefer, you may attach the narrative on how this would be accomplished.

Melinda Bobbitt

To: Rich Johns
Subject: RE: Reference

Rich,

We want it done per the Wellington Environmental report. So it's possible that 40 feet of wall will not have to be removed if there is not mold beyond the two feet. We are relying on your expertise.

Thanks,
Melinda

-----Original Message-----

From: Rich Johns <rjohns@catcoinc.com>
Sent: Friday, October 2, 2020 2:38 PM
To: Melinda Bobbitt <MBobbitt@boonecountymo.org>
Subject: Re: Reference

It really depends on what is found behind the walls since very little was inspected by the consultant and the Assessor requesting 40 ft of wall to be removed since inspected?

CATCO Catastrophe Cleaning and Restoration - An Interstate Restoration Company Richard John's CIE CMH
CMR ASCS,VSMR Division Manager - ACTS-Air Conveyance Treatment Services
Direct- 314-402-9029
Office- 314-772-9010
rjohns@catcoinc.com

> On Oct 2, 2020, at 2:36 PM, Rich Johns <rjohns@catcoinc.com> wrote:

- >
- > I feel 4 days is realistic
- > 1 day for containment and demo
- > 1 day for cleaning
- > 24 hrs for scrubbers to run then test
- > If clears which should
- > Reconstruct
- > Then paint
- >

> CATCO Catastrophe Cleaning and Restoration - An Interstate Restoration
> Company Richard John's CIE CMH CMR ASCS,VSMR Division Manager -
> ACTS-Air Conveyance Treatment Services
> Direct- 314-402-9029
> Office- 314-772-9010
> rjohns@catcoinc.com

>> On Oct 2, 2020, at 2:30 PM, Melinda Bobbitt <MBobbitt@boonecountymo.org> wrote:

- 4.3. **Subcontracting:** If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

Subcontractor Name/Address

Work Assigned

John Bender Drywall
P.O. Box 142306
St. Louis, MO. 63114

Drywall

- 4.4. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid 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):

Richard Johns Date: 9-3-20

Print Name and Title of Authorized Representative:

Richard A. Johns



BOONE COUNTY, MISSOURI

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymmo.org

ADDENDUM # 3 - Issued September 28, 2020

Request for Bid: 37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office

Prospective bidders are hereby notified of the following revisions to the Request for Bid:

The County has been asked the following questions and is providing a response below:

- 1) Has drywall/joint compound been sampled for asbestos?

Response: The County will obtain the asbestos test.

- 2) Is it going to be acceptable to begin put back prior to receiving results from air sampling to fit the tight schedule to have area ready to move furniture back by Tuesday October 13, 2020? Best case scenario for getting samples back from a laboratory would be around 12:00 Monday October 12, 2020. Due to labs being closed on Sundays.

Response: Per addendum #2, we are looking for your recommendation and a detailed timeline. Is it your recommendation that the reconstruction not happen until the air test is complete?

- 3) Is it going to be acceptable to include an exclusions page with our bid for line items 9, 10, 11 on Wellington protocol per conversation today in the walk-thru?

Response: We originally said in Addendum #2 that County would handle #10 and #11. We have now decided that we will only handle #9 and #11. Contractor will need to perform #10.

County will perform:

9. The carpet outside of the containment in the office area should be HEPA vacuumed and attempt to clean carpet in the office area using hot water and truck mount extraction.

11. Professional cleaning of the HVAC system and ductwork is recommended once remediation is complete.

Contractor shall perform:

10. The structure and horizontal surfaces outside of the containment in the office area should be HEPA vacuumed, cleaned, and sanitized with an EPA approved disinfectant. This includes but not limited to walls, floors, doors, trim, windows and workstations.

- 4) In the bid form it asks for pricing for four different scenarios, however based on today's conversation at the walk through it sounds that 5:00 pm Friday October 9 thru Monday October 12, 2020 is the only acceptable time for this project to begin and be completed.

Response: Per addendum #2, we are now seeking your recommendation for a realistic and detailed timeline.

- 5) Is there a specific guideline/criterion that you are looking for as being an acceptable clearance level upon completion of mold remediation? Because mold is not technically regulated it is kind of an imperfect system and very subjective.

Response: We are seeking the Contractor's expertise and recommendation.

This addendum is issued in accordance with the bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response/Pricing Pages*.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

The OFFEROR has examined **Addendum #3** to Request for Bid #37-01OCT20 - **Mold Remediation Project in the Boone County Assessor's Office**, receipt of which is hereby acknowledged:

Company Name: Catco/a-n Interstate Restoration Company
 Address: 2685 Metro Blvd.
 City & State: Maryland Heights, Mo. 63043
 Phone Number: 314-772-9010 Fax Number: 314-772-3348
 E-mail: rjohns@catcoinc.com
 Authorized Representative Signature: Richard A. Johns Date: 9-30-20
 Authorized Representative Printed Name: Richard A. Johns



BOONE COUNTY, MISSOURI

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

ADDENDUM # 2 - Issued September 28, 2020

Request for Bid: 37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office

Prospective bidders are hereby notified of the following revisions to the Request for Bid:

- 1) In Wellington Environmental's Report and Protocol, Boone County will handle #10 and #11 which read:
 10. The structure and horizontal surfaces outside of the containment in the office area should be HEPA vacuumed, cleaned, and sanitized with an EPA approved disinfectant. This includes but not limited to; walls, floors, doors, trim, windows and workstations.
 11. Professional cleaning of the HVAC system and ductwork is recommended once remediation is complete.
- 2) Paint color of wall: Sherman Williams - Baby Fawn - flat latex
- 3) Contractor is performing reconstruction.
- 4) County is taking care of the electrical.
- 5) Contractor shall furnish cove base.
- 6) The County would like a clear description from the Contractor on how many days are needed for this entire project including cleaning, reconstruction, air quality check, etc. Replace the Response Form in the bid with the attached Revised Response Form so Bidder can clearly outline their proposed timeline with pricing.
- 7) Question: Has the drywall been tested for asbestos? Response: The building was built well after the use of asbestos in drywell.

This addendum is issued in accordance with the bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response/Pricing Pages*.

By:

A handwritten signature in cursive script, appearing to read "Melinda Bobbitt", is written over a horizontal line.

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

The OFFEROR has examined Addendum #2 to Request for Bid #37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office, receipt of which is hereby acknowledged:

Company Name: CATCO / An Interstate Restoration Company

Address: 8685 Metro Blvd.

City & State: Maryland Heights, MO 63043

Phone Number: 314-772-9010 Fax Number: 314-772-3348

E-mail: rjohns@catcoinc.com

Authorized Representative Signature: Richard A. Johns Date: 9-30-20

Authorized Representative Printed Name: Richard A. Johns

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Interstate Restoration, LLC

2 Business name/disregarded entity name, if different from above
Catastrophe Cleaning & Restoration Co.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.) See instructions.
3401 Quorum Drive, Suite 300

6 City, state, and ZIP code
Fort Worth, TX 76137

7 List account number(s) here (optional): _____

Requester's name and address (optional): _____

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|--|
| Social security number | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | | | | |
| | | | | | | | | | | | |
| OR | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> </tr> </table> | 2 | 0 | - | 8 | 4 | 8 | 7 | 1 | 8 | 8 | |
| 2 | 0 | - | 8 | 4 | 8 | 7 | 1 | 8 | 8 | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Tom Heave* CFO Date ▶ 01/30/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

County of St. Louis)
State of Missouri)ss

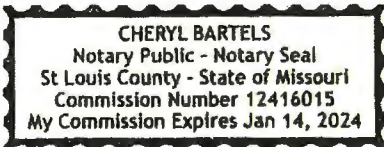
My name is Richard Johns. I am an authorized agent of CATCO/an
Interstate Restoration ^{CO.} (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Richard Johns 9-30-20
Affiant Date

Richard A. Johns
Printed Name

Subscribed and sworn to before me this 30 day of September, 2020



Cheryl Bartels
Notary Public

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

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

State of Missouri)
)SS.
County of St. Louis)

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

9-30-20
Date

Richard A. Johns
Signature

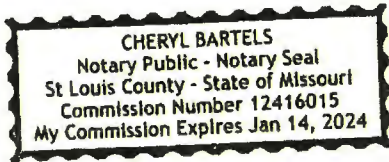
500-66-9233
Social Security Number
or Other Federal I.D. Number

Richard A. Johns
Printed Name

On the date above written September 30, 2020 appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Cheryl Bartels
Notary Public

My Commission Expires:





BOONE COUNTY, MISSOURI

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

ADDENDUM # 1 - Issued September 28, 2020

Request for Bid: 37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office

Prospective bidders are hereby notified of the following revisions to the Request for Bid:

- 1) Boone County has in stock and will make available to the awarded Contractor, carpet square tiles to replace along the south wall of the project.
- 2) Paint color of wall: Sherman Williams - Baby Fawn

This addendum is issued in accordance with the bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's Response/Pricing Pages.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

The OFFEROR has examined Addendum #1 to Request for Bid #37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office, receipt of which is hereby acknowledged:

Company Name: CATCO / An Interstate Restoration Company

Address: 2685 Metro Blvd

City & State: Maryland Heights, MO. 63043

Phone Number: 314-772-9010 Fax Number: 314-772

E-mail: rjohns@catcoinc.com

Authorized Representative Signature: Richard A. Johns Date: 9-30-20

Authorized Representative Printed Name: Richard A. Johns

County of Boone

Purchasing Department

4. Response Form

Company Name: CATCO / An Interstate Restoration Company
 Address: 2685 Metro Blvd
 City/Zip: Maryland Heights Mo. 63043
 Phone Number: 314-772-9010
 E-Mail: rjohns@catcoinc.com
 Fax Number: 314-772-3348

Federal Tax I.D. 20-8487188
 Corporation
 Partnership - Name LLC - P
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.00 PRICING -

| Mold Remediation Service - lump sum shall not exceed contract price - County will award one of the following: | | |
|---|--|---------------------|
| 4.1. | Normal business hours 7:30 a.m. - 5:00 p.m. Monday through Friday | \$ <u>14,968.00</u> |
| 4.2. | Outside normal business hours: nights & weekends | \$ <u>16,248.00</u> |
| 4.3. | Outside normal business hours: holiday | \$ <u>17,748.00</u> |
| 4.4. | Three (3) day weekend which includes a County holiday such as Columbus Day weekend | \$ <u>16,248.00</u> |

- 4.5. How much time is needed by the Contractor to complete the project?

- 4.6 Work will begin on project 7 days after receipt of Notice to Proceed.
- 4.7 Work will be completed 5 days after receipt of Notice to Proceed.
- 4.8. Would you be available to complete the work from October 9th after 5:00 p.m. through the end of day October 12? (October 12 is Columbus Day, a holiday for the County).
 Yes No
- 4.9. **Subcontracting:** If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

Subcontractor Name/Address

Work Assigned

John Bender Drywall
P.O. Box 142306
St. Louis, MO 63114

Drywall

4.10. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid 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):

 Date: 9-30-20

Print Name and Title of Authorized Representative:

Richard A. Johns

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Richard Johns
Name and Title of Authorized Representative

Project Director

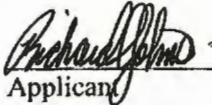
Richard Johns
Signature

9-30-20
Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

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


Applicant

9-30-20
Date

Richard A. Johns
Printed Name

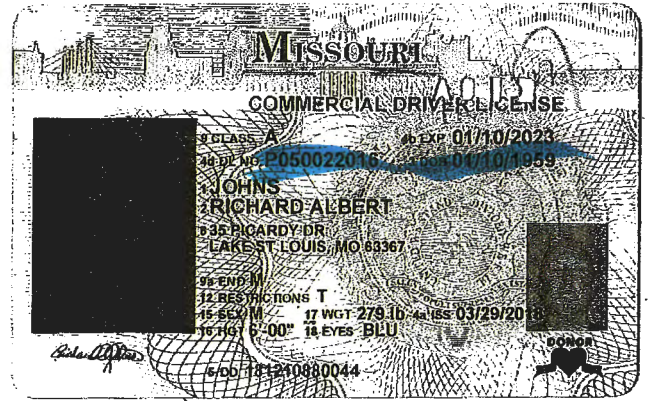
STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder - Legal Business Name: CATCO / An Interstate Restoration Company
- 2. Business Address: 2685 Metro Blvd.
- 3. When Organized: _____
- 4. When Incorporated: _____ 5. List federal tax identification number: 30-8487188
If not incorporated, state type of business (sole proprietor, partnership, or other) LLC, Partnership
- 6. Number of years engaged in business under present firm name: 1 year purchased
By Interstate 11/2019
- 7. If you have done business under a different name, please give name and business location under that name: Catco - 2685 Metro Blvd, Maryland Heights MO 63043
- 8. Percent of work done by own staff: 15%
- 9. Have you ever failed to complete any work awarded to your company? If so, where and why? NO
- 10. Have you ever defaulted on a contract? NO If so, give _____
- 11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. _____
- 12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

| Job Name | Type of ... | Estimated Start Date ↑ | Revised Contract Amount | Status | Onsite Contact Email | Onsite Contact | Onsite C |
|------------------------|-------------|------------------------|-------------------------|-------------|----------------------|-----------------|----------|
| Frank Horat / 12447 | Mold | 1/7/2020 | USD 16,350.08 | Closed | - | UNKNOWN | 📞 UNK? |
| Laura Prathers / 12499 | Mold | 1/31/2020 | USD 12,000.00 | Closed | - | UNKNOWN | 📞 UNK? |
| Brett Koolman | Mold | 3/13/2020 | USD 19,537.23 | Closed | - | UNKNOWN | 📞 UNK? |
| Bill Turkington | Mold | 4/30/2020 | USD 18,287.98 | Closed | - | Bill Turkington | 📞 314-6 |
| Wash U-CSR Building | Mold | 8/28/2020 | USD 19,795.43 | In Progress | - | Tim Pruitt | 📞 636-4 |
| Wash U-CSR Building/ES | Mold | 8/28/2020 | USD 31,954.09 | In Progress | - | Tim Pruitt | 📞 636-4 |
| | | | USD 117,924.81 | | | | |



AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)

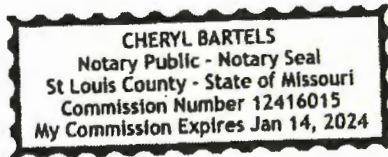
County of St. Louis)
State of Missouri)ss
)

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

NAME OF PROJECT: Mold Remediation Project in the Boone County Assessor's Office

Richard Johns 9-30-20
Affiant Date
Richard A. Johns
Printed Name

Subscribed and sworn to before me this 30 day of September, 2020



Cheryl Bartels
Notary Public

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

Melinda Bobbitt

From: Susan Dempsey <sdempsey@catcoinc.com>
Sent: Friday, October 2, 2020 10:51 AM
To: Melinda Bobbitt
Cc: Rich Johns; Chris Asleson
Subject: Mold Project References for Public Agencies Requested

Here is a list of references for mold jobs that CATCO has performed for “public agencies” during 2020 and 2019:

Account: Ft. Zumwalt School District
Project: Ft Zumwalt North Middle School
Status: In Progress
Amount: Total to date \$6500.09
Contact : Lisa Koester, 314-575-2155

Account: Saint Louis University
Project: Young Hall January 2020
Status: Closed
Amount: \$7592.52
Contact : Joe Steen 314-581-7088

Account: Washington University - KR
Project: Wash U CSRB Building
Status: In Progress
Amount: Total to date \$51,749.52
Contact : Karen Rose, Risk Manager, 314-935-5561

Account: Gallagher Bassett
Project: Numerous Public Schools throughout Missouri
Status: more than 10 projects in past year
Amount: Range from \$900 to \$10,000
Contact: David Anderson, Adjuster 314-965-7810 david_anderson@gbtpa.com





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

Bid Data

Bid Number: **37-01OCT20**
Commodity Title: **Mold Remediation Project in the Boone County Assessor's Office**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: **Thursday, October 1, 2020**
Time: **1:00 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 7th & Ash St.**

E-mailed Bid Responses will be accepted. See below:

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Melinda Bobbitt, Director of Purchasing
mbobbitt@boonecountymo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

Bid Opening

Day/Date: Thursday, October 1, 2020
Time: Shortly after Bid Submission Deadline stated above

Bid Tabulation - available on-line following bid opening:
<https://www.showmeboone.com/purchasing/bids/>

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: Statement of Bidder's Qualifications
Standard Terms and Conditions
Instructions for House Bill 1549 / Work Authorization
Certification / Individual Bidder Affidavit
Debarment Form
Affidavit of Compliance with OSHA
"No Bid" Response Form
Wellington Environmental Report



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

Standard Terms and Conditions

Melinda Bobbitt, CPPO, CPPB, Director or 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. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.
17. 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.
18. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<https://www.e-verify.gov/>

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

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



BOONE COUNTY, MISSOURI

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

ADDENDUM # 3 - Issued September 28, 2020

Request for Bid: 37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office

Prospective bidders are hereby notified of the following revisions to the Request for Bid:

The County has been asked the following questions and is providing a response below:

- 1) Has drywall/joint compound been sampled for asbestos?

Response: The County will obtain the asbestos test.

- 2) Is it going to be acceptable to begin put back prior to receiving results from air sampling to fit the tight schedule to have area ready to move furniture back by Tuesday October 13, 2020? Best case scenario for getting samples back from a laboratory would be around 12:00 Monday October 12, 2020. Due to labs being closed on Sundays.

Response: Per addendum #2, we are looking for your recommendation and a detailed timeline. Is your recommendation that the reconstruction not happen until the air test is complete?

- 3) Is it going to be acceptable to include an exclusions page with our bid for line items 9, 10, 11 on Wellington protocol per conversation today in the walk-thru?

Response: We originally said in Addendum #2 that County would handle #10 and #11. We have now decided that we will only handle #9 and #11. Contractor will need to perform #10.

County will perform:

9. The carpet outside of the containment in the office area should be HEPA vacuumed and attempt to clean carpet in the office area using hot water and truck mount extraction.

11. Professional cleaning of the HVAC system and ductwork is recommended once remediation is complete.

Contractor shall perform:

10. The structure and horizontal surfaces outside of the containment in the office area should be HEPA vacuumed, cleaned, and sanitized with an EPA approved disinfectant. This includes but not limited to walls, floors, doors, trim, windows and workstations.

- 4) In the bid form it asks for pricing for four different scenarios, however based on today's conversation at the walk through it sounds that 5:00 pm Friday October 9 thru Monday October 12, 2020 is the only acceptable time for this project to begin and be completed.

Response: Per addendum #2, we are now seeking your recommendation for a realistic and detailed timeline.

- 5) Is there a specific guideline/criterion that you are looking for as being an acceptable clearance level upon completion of mold remediation? Because mold is not technically regulated it is kind of an imperfect system and very subjective.

Response: We are seeking the Contractor's expertise and recommendation.

This addendum is issued in accordance with the bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response/Pricing Pages*.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

The OFFEROR has examined **Addendum #3** to Request for Bid **#37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

ADDENDUM # 2 - Issued September 28, 2020

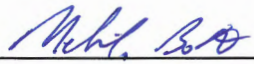
Request for Bid: 37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office

Prospective bidders are hereby notified of the following revisions to the Request for Bid:

- 1) In Wellington Environmental's Report and Protocol, Boone County will handle #10 and #11 which read:
 10. The structure and horizontal surfaces outside of the containment in the office area should be HEPA vacuumed, cleaned, and sanitized with an EPA approved disinfectant. This includes but not limited to; walls, floors, doors, trim, windows and workstations.
 11. Professional cleaning of the HVAC system and ductwork is recommended once remediation is complete.
- 2) Paint color of wall: Sherman Williams - Baby Fawn - flat latex
- 3) Contractor is performing reconstruction.
- 4) County is taking care of the electrical.
- 5) Contractor shall furnish cove base.
- 6) The County would like a clear description from the Contractor on how many days are needed for this entire project including cleaning, reconstruction, air quality check, etc. Replace the Response Form in the bid with the attached Revised Response Form so Bidder can clearly outline their proposed timeline with pricing.
- 7) Question: Has the drywall been tested for asbestos? Response: The building was built well after the use of asbestos in drywell.

This addendum is issued in accordance with the bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response/Pricing Pages*.

By: _____


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

The OFFEROR has examined **Addendum #2** to Request for Bid **#37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

County of BoonePurchasing Department**4. Revised Response Form**

Company Name: _____

Address: _____

City/Zip: _____

Phone Number: _____

E-Mail: _____

Fax Number: _____

Federal Tax I.D. _____

 Corporation Partnership – Name _____ Individual/Proprietorship – Individual Name _____ Other (Specify) _____**4.00 PRICING –****Provide pricing for the timeline that you outline in 4.2.**

| | | |
|------|--|----|
| 4.1. | Mold Remediation Service – lump sum “shall not exceed” project price. | \$ |
|------|--|----|

- 4.2. How much time is needed by the Contractor to complete the entire project from start of project until completion? Describe in detail how you would perform the entire project (nights, weekends, holidays, etc). Include cleaning, reconstruction, air quality check, etc. Include your recommended, detailed timeline with dates (include, if possible, working on project over three-day weekend of October 9-12). If you prefer, you may attach the narrative on how this would be accomplished.

4.3. **Subcontracting:** If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

Subcontractor Name/Address

Work Assigned

4.4. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid 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):

_____ Date: _____

Print Name and Title of Authorized Representative:



BOONE COUNTY, MISSOURI

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

ADDENDUM # 1 - Issued September 28, 2020

Request for Bid: 37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office

Prospective bidders are hereby notified of the following revisions to the Request for Bid:

- 1) Boone County has in stock and will make available to the awarded Contractor, carpet square tiles to replace along the south wall of the project.
- 2) Paint color of wall: Sherman Williams - Baby Fawn

This addendum is issued in accordance with the bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response/Pricing Pages*.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

The OFFEROR has examined **Addendum #1** to Request for Bid **#37-01OCT20 - Mold Remediation Project in the Boone County Assessor's Office**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



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@boonecountymmo.org

Bid Data

Bid Number: **37-01OCT20**
Commodity Title: **Mold Remediation Project in the Boone County Assessor's Office**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: Thursday, October 1, 2020
Time: 1:00 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 7th & Ash St.

E-mailed Bid Responses will be accepted. See below:

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Melinda Bobbitt, Director of Purchasing
mbobbitt@boonecountymmo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

Bid Opening

Day/Date: Thursday, October 1, 2020
Time: Shortly after Bid Submission Deadline stated above

Bid Tabulation - available on-line following bid opening:
<https://www.showmeboone.com/purchasing/bids/>

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: Statement of Bidder's Qualifications
Standard Terms and Conditions
Instructions for House Bill 1549 / Work Authorization
Certification / Individual Bidder Affidavit
Debarment Form
Affidavit of Compliance with OSHA
"No Bid" Response Form
Wellington Environmental Report

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

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.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier – All business/entities which may provide the subject goods and/or services.

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.

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 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 Addenda are binding, but any oral communications between County and Bidder are not.

1.4. Bidder Responsibility – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.5. Bid Addendum – 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.

1.6. 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.

1.10. 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.

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.

1.11. 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.

County of Boone

Purchasing Department

1. Primary Specifications

ITEMS TO BE PROVIDED

1.0 GENERAL:

1.01 **Background:** The Boone County Facilities Maintenance Department worked with Wellington Environmental to obtain a study to confirm the presence of mold in the carpeting and south wall of the Boone County Assessor's office, Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri.

Boone County has addressed and solved water intrusions from the outside. There have been no water intrusions since 2009. Regrading and exterior waterproofing was completed in September 2020 to ensure the office is watertight.

1.02 Boone County is seeking a contractor to perform the work protocol outlined by Wellington Environmental for this mold remediation project. Wellington Environmental's report is attached, and the Vendor is expected to contact Wellington Environmental to obtain any additional needed information to complete their quote.

1.03 The Contractor shall furnish all labor, tools, technical and professional resources to complete the work to abate any and all mold found.

1.04 The County will coordinate with our contracted furniture vendor Inside the Lines to disassemble and reassemble the workstations prior to and after completion of the project.

1.05 Our Facilities Maintenance Department will also coordinate the removal of any pc's and peripheral equipment with County Information Technology Department.

1.06 County expects a close working relationship with Contractor. County's representative will be available on-site to assist with site access and to address other needs and concerns.

1.07 Examination of Work Site:

Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they choose as to verify the actual conditions and requirements of the work and accuracy of the estimates. Bidders shall inform themselves of the conditions relating to the construction and labor under which the work shall be performed. Failure to do so shall not relieve the bidder of its obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the contemplated work for the consideration set forth in this solicitation.

At the time of the opening of the bids, each bidder shall be presumed to have inspected the sites and to have read and to be thoroughly familiar with the RFP and all appendices and addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to its bid.

To arrange an inspection of this site, please contact Melinda Bobbitt at (573) 886-4391 or email: mbobbitt@boonecountymo.org.

1.08 The contractor will be responsible for obtaining any and all required permits. The County will reimburse for the cost of any and all required permits.

1.09 Prevailing Wage: This project is non-prevailing wage due to being less than \$75,000.

1.10 Subcontracting:
The bidder shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Boone County. Boone County may terminate the subsequent contract if assignment or subcontracting is done without approval.

1.11 Please note that time is of the essence in this project. We are seeking a quick start and completion date.

2. ADDITIONAL TERMS AND CONDITIONS

2.01. Debarment and Suspension: By submission of its Bid Response, Vendor agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically, the Vendor certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2.) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses stated above and 4.) have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.02. Certification of Non-Resident/Foreign Contractors: If the Contractor is a foreign corporation or nonresident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

2.03 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.

- A. 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.

- B. Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- C.** Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- D. Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- E. 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.
- F. Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition,

such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

- G. 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.
- H.** 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.

2.04 Sales/Use Tax Exemption: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.05 Warranty & Guarantee - Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by the Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work- If required by Owner, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by County Department Designee, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period- If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision

of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

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

2.07 DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

2.08 ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

2.09 LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

2.10 EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

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

2.11 DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. 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, 1987.

2.12 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.

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

2.14 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.

2.15 OSHA PROGRAM REQUIREMENTS: The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or

subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

2.16 PAYMENT: Contractor must submit an invoice and charges must only include prices listed in the vendor's bid response. No additional fees or taxes shall be included as additional charges. The County's purchase order 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.

2.17 INVOICES: Invoices should be submitted to Boone County Facilities Maintenance, 613 E. Ash Street, Columbia, MO 65201 for payment 30 days after receipt of a correct and valid invoice.

2.18 Bid Clarification: Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org.

3. 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.
- 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. **Due to COVID-19, it is recommended the vendor not attend the Bid Opening and rather view the Bid Tabulation on our web site at www.showmeboone.com/Purchasing/Current Bids**
- 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.

County of Boone

Purchasing Department

4. Response Form

Company Name: _____
 Address: _____
 City/Zip: _____
 Phone Number: _____
 E-Mail: _____
 Fax Number: _____

Federal Tax I.D. _____
 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

4.00 PRICING –

| | | |
|--|--|----|
| Mold Remediation Service – lump sum shall not exceed contract price - County will award one of the following: | | |
| 4.1. | Normal business hours 7:30 a.m. - 5:00 p.m. Monday through Friday | \$ |
| 4.2. | Outside normal business hours: nights & weekends | \$ |
| 4.3. | Outside normal business hours: holiday | \$ |
| 4.4. | Three (3) day weekend which includes a County holiday such as Columbus Day weekend | \$ |

4.5. How much time is needed by the Contractor to complete the project?

4.6 Work will begin on project _____ days after receipt of Notice to Proceed.

4.7 Work will be completed _____ days after receipt of Notice to Proceed.

4.8 Would you be available to complete the work from October 9th after 5:00 p.m. through the end of day October 12? (October 12 is Columbus Day, a holiday for the County).
 _____ Yes _____ No

4.9 **Subcontracting:** If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

| <u>Subcontractor Name/Address</u> | <u>Work Assigned</u> |
|-----------------------------------|----------------------|
| _____ | _____ |
| _____ | _____ |

4.10. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid 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):

_____ Date: _____

Print Name and Title of Authorized Representative:

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder - Legal Business Name: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____
10. Have you ever defaulted on a contract? _____ If so, give _____
11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. _____
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***



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

Standard Terms and Conditions

Melinda Bobbitt, CPPO, CPPB, Director or 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. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.
17. 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.
18. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<https://www.e-verify.gov/>

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

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

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

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____
_____ (Bidder). This business is enrolled and participates in a federal work authorization
program for all employees working in connection with services provided to the County. This business
does not knowingly employ any person that is an unauthorized alien in connection with the services being
provided. Documentation of participation in a federal work authorization program is attached hereto.

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

| | |
|--------------|-------|
| _____ | _____ |
| Affiant | Date |
| _____ | |
| Printed Name | |

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

Notary Public

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



“No Bid” Response Form

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

Melinda Bobbitt, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 37-01OCT20 - Mold Remediation Project in the Boone County Assessor’s Office

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



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Boone County Missouri

613 Ash Street

Columbia MO 65201

Doug Coley

573-424-1633

dcoley@boonecountymo.org

September 4, 2020

RE: Air Cassette Samples, Tape Lift Sample and Remediation Protocol Limited to Mold, Pollen and Other Particulate

Location: Boone County Assessor's Office

801 East Walnut Street

Columbia MO 65201

Jackie Davidson

573-886-4268

jdavidson@boonecountymo.org

Dear Doug,

Wellington Environmental (WECC) is pleased to submit this testing report for the Eleven air cassette samples taken at Boone County Assessor's Office, 801 East Walnut St, Columbia MO 65201 on August 31st 2020. This report includes the testing results related to the limited fungal inspection, air cassette sampling, tape lift sample that occurred and the fungal remediation protocol.

Executive Summary

Wellington Environmental performed a limited fungal inspection on August 31st 2020 at Boone County Assessor's Office, 801 East Walnut St, Columbia MO 65201. Please note, the assessor's office experienced water intrusion around a window on the east wall of the office area, the date of the event is not known to this inspector. The purpose of the limited fungal inspection and sampling was to investigate air quality of the assessor's office area due to health complaints by employees.

Wellington was retained to perform air cassette sampling for Fungal evaluation and establish a written mold remediation protocol for Boone County Missouri. This report includes recommendations and observations based on information gathered during the inspection. This is a pre-remediation sampling report.

Mold spores are ubiquitous; they are found both indoors and outdoors. Mold can be found almost anywhere in areas visible and non-visible. Common places to find mold includes: behind shower walls, kitchen cabinets, drywall after water damage has occurred in an area, and on many other common



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building components. Mold spores cannot be completely eliminated from indoor environments. Potential problems can arise from mold indoors when high or concentrated levels of spores are present due to conditions that are favorable for mold growth. In ideal conditions mold can complete its growth cycle in 24 to 48 hours.

Evaluation of mold and particulate concentrations is conducted by collecting air samples both inside and outside the occupied space. Samples are analyzed and compared to determine if concentrations of mold and particulate are elevated beyond ambient conditions as established by the baseline sample collected outside of the structure. A baseline sample was taken on the same day as the sample taken inside the structure.

Please note that there are no current EPA standard regulating concentrations and exposure to airborne mold spores. This inspection and sample collection were conducted under currently accepted standards of mold inspection and the analysis of the collected samples will be conducted by an AIHA approved laboratory.

Wellington Environmental does not make any claims or guarantees in determining the source or cause of the moisture problem. This report may indicate evidence of water damage and/or potential or possible causes of the moisture problem.

Summary Sampling

Fungal air samples

Sampling for Mold and Particulate was performed using Zefon Air-O-Cell® cassettes drawn from a metered pump at 15 liters a minute for 5 minutes for a total of 75 liters of air for each cassette. The samples were sent to an independent testing laboratory for analysis.

Surface Tape Lift Sampling

Sampling for Mold and Particulate was performed using a Zefon Bio-Tape Slide. The samples were sent to an independent testing laboratory for analysis.

Sampling Locations

Air Sampling Locations taken August 31st 2020.

Sample Number 47545-1 was taken in the Assessor's Office Area

Sample Number 47545-2 was taken outside

Tape Lift Sample Location taken August 31st 2020.

Sample Number 47545-3 tape lift take from the back side of the drywall.



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Observations

A visual inspection was conducted in the Assessor's office area on August 31st 2020, the outdoor conditions were overcast, rainy and cool.

There is a history of water intrusion around the window(s) on the east wall of the office area, no visual evidence of water intrusion under or around the window was evident. No active water intrusion was noted in this inspection.

The carpet squares along the east window wall had been loosened and manipulated prior to this inspection. The carpet squares were in loosely in place but not tight to the floor. This could have adversely affected the air cassette sample(s) taken.

While on site, a member of the maintenance department removed cove base and accessed the drywall under the window. Once the wall was opened up, visible fungal growth was noted on the back of the cove base, face of the drywall and the back side of the drywall. Solid foam insulation and steel studs were revealed once the drywall was removed. Minimal rust was noted on the steel studs, but no visible fungal growth was noted on the foam or the studs. This was done after air cassette sample(s) were taken.

Results and Recommendations

The air sample results of the **Assessor's Office area** came back as moderate with slightly elevated spore types. The inside level of *Aspergillus/Penicillium* was slightly elevated, but notably lower than the outside sample. *Aspergillus/Penicillium* can cause a variety of allergenic reactions, most symptoms occur in immunocompromised individuals.

Basidiospores, *Cladosporium* and *Smuts/Myxomycetes* are all at acceptable levels when compared to the much higher levels of the same spores outside. *Cladosporium* is the most commonly identified outdoor fungus and but can be allergenic in nature.

Bipolaris/Drechslera, *Curvularia*, *Epicoccum*, *Pestalotia*, *Pithomyces* and *Rusts* were all detected and minimal to low level. These types of spores are associated with plant materials and plant pathogens. Although these spores were not detected in the outside samples, the minimal levels detected inside are within acceptable levels. Especially considering, the weather condition outside was cool and raining. At elevated levels, these spore type can be allergenic.

Stachybotrys was detected in the air sample taken in the office area. This species is associated with water damage and decaying materials that have been wet for extended periods of time, or consistently over time. *Stachybotrys* is rarely found outside and no spores were detected on the outside sample.



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Stachybotrys is usually difficult to detect on an indoor air samples because it is a sticky and thick. Physical disturbance can cause it to aerosolize. Stachybotrys is known to be highly allergenic in nature in elevated concentrations. The presence of Stachybotrys in the air cassette sample can likely be contributed to the manipulation of the carpet squares prior to this inspection.

Based on the visual findings, air cassette and tape lift sample results, professional remediation is recommended in the Assessor's Office area. Please see the recommended remediation protocol contained in this document.

Once remediation is complete, post testing is recommended to confirm the remediation process was successful prior to doing any reconstruction. Wellington is happy to provide the post testing at an additional fee.

The use of a dehumidification is highly recommended, this will reduce the relative humidity limiting the possibility of future fungal issues.

Please know that this mold inspector has an understanding of common health effects caused by mold but cannot, and will not provide any medical advice. Please contact your healthcare professional for any and all medical concerns

Thank you for the opportunity, please call if you have any questions concerning this proposal. You can reach me at 314-575-4119 or by email at: dblough@environmentalcare.com.

Respectfully,

David Blough, CMI
Environmental Solutions Manager
Wellington Environmental
314-575-4119
dblough@environmentalcare.com



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Protocol for Mold Remediation at Boone County Assessor's Office, 801 East Walnut St, Columbia MO 65201

- 1.) The East wall of the Assessor's office should be contained with 6 mil poly to prevent cross contamination, enclosing the work area includes isolating the vents, returns, and entry.
- 2.) High Efficiency Particulate Air (HEPA) negative air machines should be used to capture mold spores in the contained area and outside the contained area as remediation is in process.
- 3.) All contractor employees should be trained in mold remediation, and be wearing PPE, personal protective equipment, while working on this project. We recommend following the S520 guidelines for mold remediation.
- 4.) Carpet squares along the east wall in the contained area should be inspected for visible growth on the front and back of the carpet. If growth is noted, removal of the affected carpet is recommended. If no visible growth is noted, it is OK to HEPA vacuumed and attempt to clean carpet in the office area using hot water and truck mount extraction. Removal is recommended.
- 5.) Cove base in the office area should be removed to inspected for fungal growth. If fungal growth is present, should be removed 2' past visible growth. Disposal of affected materials is recommended.
- 6.) Drywall along the east wall in the contained area of the office area should be removed 2' past any visible growth. All debris should be bagged, sealed and discarded.
- 7.) The solid foam insulation should be removed and the back side of the exterior wall should be inspected for visible growth. If growth is noted, remove insulation 2' past visible growth. If growth is noted on the exterior wall behind the insulation the affected area should be HEPA vacuumed, cleaned and sanitized with an EPA approved disinfectant, then sealed with an EPA approved encapsulant designed to inhibit future microbial growth. Any exposed studs in the remediated areas should be HEPA vacuumed, cleaned and sanitized with an EPA approved disinfectant, then sealed with an EPA approved encapsulant designed to inhibit future microbial growth. Coat with mold resistant paint as needed. All debris should be bagged, sealed and discarded.
- 8.) Remaining structure inside of containment in the office area should be HEPA vacuumed, cleaned, and sanitized with an EPA approved disinfectant. This includes but not limited to; walls, floors and ceiling.
- 9.) The carpet outside of the containment in the office area should be HEPA vacuumed and attempt to clean carpet in the office area using hot water and truck mount extraction.
- 10.) The structure and horizontal surfaces outside of the containment in the office area should be HEPA vacuumed, cleaned, and sanitized with an EPA approved disinfectant. This includes but not limited to; walls, floors, doors, trim, windows and workstations.
- 11.) Professional cleaning of the HVAC system and ductwork is recommended once remediation is complete.
- 12.) An air sampling should be taken after remediation is complete, to ensure safe air quality has been maintained. Containment should remain in place until post sampling results have been received and analyzed.
- 13.) After Remediation, High Efficiency Particulate Air (HEPA) negative air machines should run for 24 to 48 Hours before post sampling is conducted.



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Personal Property

Personal property should be addressed and removed from the east wall of the Assessor's office area prior to any remediation of the structure begins.

Soft good, textiles and upholstery may not be salvageable. Hard surface items such as metals, plastics, glass, & ceramics should be cleanable.

Electronics should be taken to professional electronic cleaning restoration contractor for proper maintenance and cleaning for mold.



Name: Wellington Environmental
Address: 607 Hanley Industrial Court
 St Louis, MO 63144
Phone: 314-644-4930

Project Number: 47545
P.O. Number: 14481
Project Name: Boone County
Collected Date: 8/31/2020
Received Date: 9/1/2020 11:15:00 AM

SanAir ID Number
20048933
FINAL REPORT
 9/2/2020 12:05:21 PM

Analyst: Goodwin, Aaron

Air Cassette Analysis

ND = None Detected. Blank spaces indicate no spores detected.

| SanAir ID Number | 20048933-001 | | | 20048933-002 | | |
|-----------------------------------|---------------------------|----------------------|-----|---------------------------|----------------------|-----|
| Analysis Using STL | 105C | | | 105C | | |
| Sample Number | 47545-1 | | | 47545-2 | | |
| Sample Identification | Office Area | | | Outside | | |
| Sample Type | Air Cassette - Air-O-Cell | | | Air Cassette - Air-O-Cell | | |
| Volume | 75 Liters | | | 75 Liters | | |
| Analytical Sensitivity | 13 Count/M ³ | | | 13 Count/M ³ | | |
| Background Density | 3 | | | 1+ | | |
| Other | Raw Count | Count/M ³ | % | Raw Count | Count/M ³ | % |
| Dander | 930 | 12400 | n/a | 4 | 53 | n/a |
| Fibers | 17 | 227 | n/a | 1 | 13 | n/a |
| Mycelial Fragments | 2 | 27 | n/a | | | |
| Fungal Identification | Raw Count | Count/M ³ | % | Raw Count | Count/M ³ | % |
| Ascospores | | | | 324 | 4320 | 45 |
| Aspergillus/Penicillium | 46 | 613 | 64 | 178 | 2373 | 25 |
| Basidiospores | 3 | 40 | 4 | 16 | 213 | 2 |
| Bipolans/Drechslera | 1 | 13 | 1 | | | |
| Cladosporium species | 3 | 40 | 4 | 195 | 2600 | 27 |
| Curvularia species | 5 | 67 | 7 | | | |
| Epicoccum species | 1 | 13 | 1 | | | |
| Pestalotia- / Pestalotiopsis-like | 1 | 13 | 1 | | | |
| Pithomyces species | 1 | 13 | 1 | | | |
| Rusts | 2 | 27 | 3 | | | |
| Smuts/Myxomycetes | 1 | 13 | 1 | 12 | 160 | 2 |
| Stachybotrys species | 8 | 107 | 11 | | | |
| TOTAL | 72 | 960 | | 725 | 9667 | |

Signature:

Date: 9/2/2020

Reviewed:

Date: 9/2/2020



SanAir ID Number
20048933
FINAL REPORT
9/2/2020 12:05:21 PM

Name: Wellington Environmental
Address: 607 Hanley Industrial Court
St Louis, MO 63144
Phone: 314-644-4930

Project Number: 47545
P.O. Number: 14481
Project Name: Boone County
Collected Date: 8/31/2020
Received Date: 9/1/2020 11:15:00 AM

Analyst: Goodwin, Aaron

Direct Identification Analysis

SanAir ID: 20048933-003 Sample # 47545-3 Back Of Drywall

D1 - Direct Identification Analysis on Bio-Tape using STL 104

Direct ID of Mold

Fungi **Stachybotrys species**
Estimated Amount **Heavy**

| Estimated Amount | Indication of Growth | Evidence of Mycelial Fragments-Conidiophores |
|------------------|----------------------|--|
| Rare | Not Likely | None |
| Light | Possible | Some, 10 to 25% of Tape Covered |
| Moderate | Probable | Abundant, 25 to 50% of Tape Covered |
| Heavy | Significant | Throughout, 50 to 100% of Tape Covered |

*Refer to additional information page for further details

Signature:
Date: 9/2/2020

Reviewed:
Date: 9/2/2020



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- REMEDIATION





Analysis Report
prepared for
Wellington Environmental

Report Date: 9/2/2020

Project Name: Boone County

Project #: 47545

SanAir ID#: 20048933



1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number
20048933
FINAL REPORT
9/2/2020 12:05:21 PM

Name: Wellington Environmental
Address: 607 Hanley Industrial Court
St Louis, MO 63144
Phone: 314-644-4930

Project Number: 47545
P.O. Number: 14481
Project Name: Boone County
Collected Date: 8/31/2020
Received Date: 9/1/2020 11:15:00 AM

Dear David Blough,

We at SanAir would like to thank you for the work you recently submitted. The 3 sample(s) were received on Tuesday, September 01, 2020 via FedEx. The final report(s) is enclosed for the following sample(s): 47545-2, 47545-1, 47545-3.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "L. Claire Macdonald". The signature is written in a cursive, flowing style.

L. Claire Macdonald
Microbiology Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Air Cassette Analysis
- Direct ID Analysis
- Disclaimers and Additional Information

Sample conditions:

- 3 samples in Good condition.



Name: Wellington Environmental
Address: 607 Hanley Industrial Court
 St Louis, MO 63144
Phone: 314-644-4930

Project Number: 47545
P.O. Number: 14481
Project Name: Boone County
Collected Date: 8/31/2020
Received Date: 9/1/2020 11:15:00 AM

SanAir ID Number
20048933
FINAL REPORT
 9/2/2020 12:05:21 PM

Analyst: Goodwin, Aaron

Air Cassette Analysis

ND = None Detected. Blank spaces indicate no spores detected.

| SanAir ID Number | 20048933-001 | | | 20048933-002 | | | |
|-----------------------------------|---------------------------|----------------------|-----|---------------------------|----------------------|-----|--|
| Analysis Using STL | 105C | | | 105C | | | |
| Sample Number | 47545-1 | | | 47545-2 | | | |
| Sample Identification | Office Area | | | Outside | | | |
| Sample Type | Air Cassette - Air-O-Cell | | | Air Cassette - Air-O-Cell | | | |
| Volume | 75 Liters | | | 75 Liters | | | |
| Analytical Sensitivity | 13 Count/M ³ | | | 13 Count/M ³ | | | |
| Background Density | 3 | | | 1+ | | | |
| Other | Raw Count | Count/M ³ | % | Raw Count | Count/M ³ | % | |
| Dander | 930 | 12400 | n/a | 4 | 53 | n/a | |
| Fibers | 17 | 227 | n/a | 1 | 13 | n/a | |
| Mycelial Fragments | 2 | 27 | n/a | | | | |
| Fungal Identification | Raw Count | Count/M ³ | % | Raw Count | Count/M ³ | % | |
| Ascospores | | | | 324 | 4320 | 45 | |
| Aspergillus/Penicillium | 46 | 613 | 64 | 178 | 2373 | 25 | |
| Basidiospores | 3 | 40 | 4 | 16 | 213 | 2 | |
| Bipolaris/Drechslera | 1 | 13 | 1 | | | | |
| Cladosporium species | 3 | 40 | 4 | 195 | 2600 | 27 | |
| Curvularia species | 5 | 67 | 7 | | | | |
| Epicoccum species | 1 | 13 | 1 | | | | |
| Pestalotia- / Pestalotiopsis-like | 1 | 13 | 1 | | | | |
| Pithomyces species | 1 | 13 | 1 | | | | |
| Rusts | 2 | 27 | 3 | | | | |
| Smuts/Myxomycetes | 1 | 13 | 1 | 12 | 160 | 2 | |
| Stachybotrys species | 8 | 107 | 11 | | | | |
| TOTAL | 72 | 960 | | 725 | 9667 | | |

Signature:

Date: 9/2/2020

Reviewed:

Date: 9/2/2020



Name: Wellington Environmental
Address: 607 Hanley Industrial Court
St Louis, MO 63144
Phone: 314-644-4930

Project Number: 47545
P.O. Number: 14481
Project Name: Boone County
Collected Date: 8/31/2020
Received Date: 9/1/2020 11:15:00 AM

SanAir ID Number
20048933
FINAL REPORT
9/2/2020 12:05:21 PM

Analyst: Goodwin, Aaron

Air Cassette Analysis - Spores % of Outside Air



| | |
|---|--|
| <ul style="list-style-type: none">Count/m³ higher than BaselineCount/m³ comparable to BaselineWithin 50% of Baseline Count/m³ | <ul style="list-style-type: none">A Aspergillus/PenicilliumB Stachybotrys species |
|---|--|

*The Baseline Level (100%) represents the average baseline sample counts. Counts above the baseline may indicate higher than expected levels of a given result.



SanAir ID Number
20048933
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9/2/2020 12:05:21 PM

Name: Wellington Environmental
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Project Number: 47545
P.O. Number: 14481
Project Name: Boone County
Collected Date: 8/31/2020
Received Date: 9/1/2020 11:15:00 AM

Analyst: Goodwin, Aaron

Direct Identification Analysis

SanAir ID: 20048933-003 Sample #:47545-3 Back Of Drywall

D1 - Direct Identification Analysis on Bio-Tape using STL 104

Direct ID of Mold

Fungi Estimated Amount
Stachybotrys species Heavy

| Estimated Amount | Indication of Growth | Evidence of Mycelial Fragments Conidiophores |
|------------------|----------------------|--|
| None | Not Likely | None |
| Light | Possible | Some. 10 to 25% of Tape Covered |
| Moderate | Probable | Abundant. 25 to 50% of Tape Covered |
| Heavy | Significant | Throughout. 50 to 100% of Tape Covered |

*Refer to additional information page for further details

Signature:

Date: 9/2/2020

Reviewed:

Date: 9/2/2020



SanAir ID Number
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Name: Wellington Environmental
Address: 607 Hanley Industrial Court
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Phone: 314-644-4930

Project Number: 47545
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Project Name: Boone County
Collected Date: 8/31/2020
Received Date: 9/1/2020 11:15:00 AM

Organism Descriptions

The descriptions of the organisms presented are derived from various reference materials. The laboratory report is based on the data derived from the samples submitted and no interpretation of the data, as to potential, or actual, health effects resulting from exposure to the numbers of organisms found, can be made by laboratory personnel. Any interpretation of the potential health effects of the presence of this organism must be made by qualified professional personnel with first hand knowledge of the sample site, and the problems associated with that site.

Dander - Comprised of human and/or animal skin cells. Counts may be higher in carpeted rooms and in rooms with more traffic.
Health Effects: May cause allergies.

Fibers - This category can include clothing, carpet, and insulation fibers.

Mycelial Fragments - A mycelium (plural = mycelia) is the "body" of a fungus. It is a collective term for hyphae (singular = hypha), which are the tubular units of the mycelium usually composed of chitin. The terms hyphae and mycelial fragments are used interchangeably. [This information was referenced from the mycology text "The Fifth Kingdom"] In some cases a fungal identification cannot be obtained due to lack of sporulation. Only the mycelial fragments are present, and cannot be identified without the distinguishing characteristics of the spores or the structures they grow from.
Health Effects: Allergic reactions may occur in the presence of spores (conidia) or mycelial/hyphal fragments.

Ascospores - From the fungal Subphylum Ascomycotina. Ascospores are ubiquitous in nature and are commonly found in the outdoor environment. This class contains the "sac fungi" and yeasts. Some ascospores can be identified by spore morphology, however; some care should be exercised with regard to specific identification. They are identified on tape lifts and non-viable analysis by the fact that they have no attachment scars and are sometimes enclosed in sheaths with or without sacs. Ascomycetes may develop both sexual and asexual stages. Rain and high humidity may help asci to release, and disperse ascospores, which is why during these weather conditions there is a great increase in counts.
Health Effects: This group contains possible allergens.

Aspergillus/Penicillium - These spores are easily aerosolized. Only through the visualization of reproductive structures can the genera be distinguished. Also included in this group are the spores of the genera Acremonium, Phialophora, Verticillium, Paecilomyces, etc. Small, round spores of this group lack the necessary distinguishing characteristics when seen on non-viable examination.
Health Effects: Can cause a variety of symptoms including allergic reactions. Most symptoms occur if the individual is immunocompromised in some way (HIV, cancer, etc). Both Penicillium and Aspergillus spores share similar morphology on non-viable analysis and therefore are lumped together into the same group.

Basidiospores - From the Subphylum Basidiomycotina which contains the mushrooms, shelf fungi, and a variety of other macrofungi. They are saprophytes, ectomycorrhizal fungi or agents of wood rot, which may destroy the structure wood of buildings. It is extremely difficult to identify a specific genera of mushrooms by using standard culture plate techniques. Some basidiomycete spores can be identified by spore morphology; however, some care should be exercised with regard to specific identification. The release of basidiospores is dependant upon moisture, and they are dispersed by wind.
Health Effects: Many have the potential to produce a variety of toxins. Members of this group may trigger Type I and III fungal hypersensitivity reactions. Rarely reported as opportunistic pathogens.

Bipolaris/Drechslera - Found on grasses, grains, various plants, and decaying food. May grow in semi-dry environments. Some species are found in indoor environments. Because of the microscopic similarities between the two genera, they are grouped together on non-viable analyses.
Health Effects: Can occasionally cause corneal infection of the eye. This group of fungi constitutes the most commonly reported causes of allergic fungal sinusitis. They produce type I fungal hypersensitivity in humans.
References: St-Germain, Guy, and Richard Summerbell. Identifying Filamentous Fungi: A Clinical Laboratory Handbook. California: Star Publishing Co., 1996.



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Address: 607 Hanley Industrial Court
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Project Number: 47545
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Received Date: 9/1/2020 11:15:00 AM

Organism Descriptions

The descriptions of the organisms presented are derived from various reference materials. The laboratory report is based on the data derived from the samples submitted and no interpretation of the data, as to potential, or actual, health effects resulting from exposure to the numbers of organisms found, can be made by laboratory personnel. Any interpretation of the potential health effects of the presence of this organism must be made by qualified professional personnel with first hand knowledge of the sample site, and the problems associated with that site.

Cladosporium species - The most commonly identified outdoor fungus. The outdoor numbers are reduced in the winter and are often high in the summer. Often found indoors in numbers less than outdoor numbers. It is commonly found on the surface of fiberglass duct liner in the interior of supply ducts. A wide variety of plants are food sources for this fungus. It is found on dead plants, woody plants, food, straw, soil, paint and textiles. Often found in dirty refrigerators and especially in reservoirs where condensation is collected, on moist window frames it can easily be seen covering the whole painted area with a velvety olive green layer.

Health Effects: It is a common allergen. It can cause mycosis. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchospasms, chronic cases may develop pulmonary emphysema. Illnesses caused by this genus can include phaeohyphomycosis, chromoblastomycosis, hay fever and common allergies.

References: Flannigan, Brian, Robert A. Samson, and J. David Miller, eds. *Microorganisms in Home and Indoor Work Environments: Diversity, Health Impacts, Investigation, and Control*. London and New York: Taylor & Francis, 2001.

Curvularia species - *Curvularia* is found on plant material and is considered a saprobe. It has also been isolated from dust samples and from wallpaper.

Health Effects: It has been reported to cause type I hypersensitivity and to be a cause of allergic fungal sinusitis. It may cause corneal infections, mycetoma and infections in immune compromised hosts.

References: De Hoog, G.S., J. Guarro, J. Gene, and M.J. Figueras. *Atlas of Clinical Fungi*, 2nd Edition. The Netherlands: CBS, 2000.

Epicoccum species - It is found in plants, soil, grains, textiles, and paper products. Frequently isolated from air and occasionally occurs in house dust. Is a saprophyte and considered a weakly parasitic secondary invader of plants, moldy paper and textiles. *Epicoccum* is usually isolated with either *Cladosporium* species or *Aureobasidium* species.

Health Effects: A common allergen. It also has the potential to produce type I fungal hypersensitivity reactions.

References: Flannigan, Brian, Robert A. Samson, and J. David Miller, eds. *Microorganisms in Home and Indoor Work Environments: Diversity, Health Impacts, Investigation, and Control*. London and New York: Taylor & Francis, 2001.

Pestalotia- / Pestalotiopsis-like - This group consists of several genera. Mostly plant pathogens.

Pithomyces species - Grows on dead grass in pastures and decaying plant material.

Health Effects: Causes facial eczema in ruminants.

References: St-Germain, Guy, and Richard Summerbell. *Identifying Filamentous Fungi: A Clinical Laboratory Handbook*. California: Star Publishing Co., 1996.

Rusts - From the group Uredinales, called Rusts due to the color of the spores, which are known for causing disease in plants.

Smuts/Myxomycetes - Smuts and Myxomycetes are parasitic plant pathogens. They are typically grouped together due to their association with plants, the outdoors and because they share similar microscopic morphology.

Health Effects: Can produce type I fungal hypersensitivity reactions.

References: Martin, G.W., C.J. Alexopoulos, and M.L. Farr. *The Genera of Myxomycetes*. Iowa City, Iowa: University of Iowa Press, 1983.



SanAir ID Number

20048933

FINAL REPORT

9/2/2020 12:05:21 PM

Name: Wellington Environmental
Address: 607 Hanley Industrial Court
St Louis, MO 63144
Phone: 314-644-4930

Project Number: 47545
P.O. Number: 14481
Project Name: Boone County
Collected Date: 8/31/2020
Received Date: 9/1/2020 11:15:00 AM

Organism Descriptions

The descriptions of the organisms presented are derived from various reference materials. The laboratory report is based on the data derived from the samples submitted and no interpretation of the data, as to potential, or actual, health effects resulting from exposure to the numbers of organisms found, can be made by laboratory personnel. Any interpretation of the potential health effects of the presence of this organism must be made by qualified professional personnel with first hand knowledge of the sample site, and the problems associated with that site.

Stachybotrys species - This organism is rarely found in outdoor samples. It is usually difficult to find in indoor air samples unless it is physically disturbed because the spores are in a gelatinous mass. Grows well on wet media, preferably containing cellulose. It proliferates in the indoor environment with long term water damage, growing on wallpaper, gypsum board, and textiles. As a general rule, air cultures for Stachybotrys yields unpredictable results, mainly due to the fact that this fungus is usually accompanied by other fungi such as Aspergillus and Penicillium that normally are better aerosolized than Stachybotrys. This is a slow growing fungus on media. It does not compete well with other rapidly growing fungi. The black fungi grow on building material with high cellulose content and low nitrogen content. Appropriate media for the growth of this organism will have high cellulose content and low nitrogen content.

Health Effects: It has worldwide distribution and has been reported to cause dermatitis, cough, rhinitis, and headache, although no definitive reports of human infections have been verified. It has the ability to cause type I hypersensitivity. It is a documented mycotoxin producer.

References: Flannigan, Brian, Robert A. Samson, and J. David Miller, eds. Microorganisms in Home and Indoor Work Environments: Diversity, Health Impacts, Investigation, and Control. London and New York: Taylor & Francis, 2001.

Additional Information

Air Cassette Analyses

Air cassette reports indicate the genus and concentration of viable (living) and non-viable mold spores detected on the slide (A2 Analysis). Whether or not these spores are viable cannot be determined using this type of analysis. However, keep in mind that spores can remain allergenic even after cellular death. Other possible allergens include dander, pollen and fibers which are included in air cassette reports for the A1 Analysis. A1 and A2 analyses are performed on several types of air cassettes. Light microscopy at a 400 to 1000x magnification is used for air cassette sample analysis. SanAir always analyzes 100% of the impacted slide.

Explanation of Background Densities

The background density of an air cassette aids in the overall interpretation of results as it indicates the level of background debris present (e.g. dander, pollen, fibers, insect parts, soot, fly ash, etc.). Excessive background debris may mask the presence of fungal spores thereby reducing the accuracy of the count. It may also serve as an alert that the volume of air pulled was too high or too low. The following table explains background densities.

| Air Cassette Density | Amount of Particulate on Slide | Explanation |
|----------------------|--------------------------------|---|
| 1 | Insignificant | Should not skew any counts |
| 1+ | Low | Should not skew any counts |
| 2 | Low to Moderate | Should not skew any counts |
| 2+ | Moderate to High | May cause occlusion of small spores |
| 3 | High | May cause occlusion of small to medium spores |
| 3+ | Very High | Will cause occlusion of spores |
| 4 | Overloaded | Level of particulate too high to perform analysis |

A Note About the Fungal Spores

In some instances certain groups of fungi cannot be identified due to a lack of distinguishing characteristics. These fungi will be categorized as "unknown spores" on the final report.

The genera *Aspergillus* and *Penicillium* are typically composed of small, round spores that are difficult to distinguish from each other; therefore, they are grouped into the category *Aspergillus / Penicillium*. Other fungi that produce spores of similar characteristics may also be placed into this category, including *Paecilomyces*, *Gliocladium*, and *Trichoderma*, among others.

Stachybotrys and *Memnoniella* spores are coated with a sticky "slime" layer that may inhibit aerosolization.

Any genus of fungi detected on an air cassette with a high raw count (i.e. exceeding 500 spores) may be estimated. Any estimate higher than 12,000 spores will be reported as >12,000.

Understanding the Air Cassette Report

Each sample has 3 columns of information provided. The left is the raw count which is the number of spores for that fungal type detected on the trace. The middle column is the count per cubic meter (Count/m³) which is the raw count converted based on the total volume pulled for that sample. It represents the number of spores that should be expected in a cubic meter of air from the location in question *if* the spores were distributed evenly throughout the air. This column is helpful for interpreting results when the samples were pulled at different total volumes. In other words, the raw count of a cassette pulled at 75 liters should not be compared to the raw count of a cassette pulled at 150 liters because there may be higher counts associated with the higher volume. By comparing the "Count/m³" columns the difference in volumes are accounted for.

The limit of detection is the lowest spore count detectable with reasonable certainty, and it is calculated this way using a raw count of one. Keep in mind there are 1,000 liters in a cubic meter.

$$1 \quad \times \quad (1,000 / \text{Total Volume in Liters})$$

How to calculate the count per cubic meter:

$$\text{Raw Count} \quad \times \quad (1,000 / \text{Total Volume in Liters})$$

The last column on the right shows the percentage for which each spore type comprised the total spore count.

Understanding the Air Cassette Graph (If included in the final report)

The graph is a visual representation of the baseline sample (usually the outdoor air sample) compared individually against each indoor sample. Each spore type found on the indoor sample is compared to what was found outdoors per cubic meter.

The graph shows the percentile representation of each indoor spore count derived by dividing the indoor Count/m³ by the outdoor Count/m³. If the percentage is below 50% of the outside count, then the bar is below 50 on the chart, which corresponds to "Within 50% of Baseline Count/m³." If the percentage is between 50 and 100%, then the bar on the chart will stop between 50 and 100, which corresponds to "Count/m³ comparable to Baseline." If the percentage is greater than 100%, then the bar will be above 100 on the chart, which corresponds to "Count/m³ higher than Baseline."

Each organism is given a threshold level for the Count/m³. If this threshold level is not met in an inside sample, then the organism will not be graphed on the chart. This is used to prevent the graph from showing every spore type that is commonly found outside and doesn't typically indicate a possible moisture problem inside. For example, most common outdoor spores (e.g. ascospores, basidiospores, and *Cladosporium*) have a threshold level of 100. Therefore, in order to show up on the chart, the inside Count/m³ must be above 100. On the other hand, fungi that may indicate water damage (e.g. *Stachybotrys*, *Ulocladium*, *Chaetomium*, *Memnoniella*, etc.) are given lower threshold levels. These fungi have a higher water activity value and therefore require more moisture to grow. *Stachybotrys* and *Chaetomium* have threshold values of 14 and 30, respectively, as even a low count of those types of spores may indicate an issue with excess moisture.

Keep in mind that this graph is to be used only as a tool in the inspection of a building. Visual examination and knowledge of water damage, past remediation, and weather conditions, among other elements, is essential in the decision regarding the indoor air quality of a building.

Assistance with Remediation Projects

more information pertaining to interpretation of results is available on our website www.sanair.com

For assistance in a remediation project you may consult the Institute of Inspection, Cleaning and Restoration Certification's (IICRC) S500 and S520 protocols. The S500 is a reference guide for water-damage restoration and the S520 pertains specifically to mold remediation. Other standards and guidelines regarding Indoor Air Quality that may assist in remediation projects:

- AIHA (Recognition, Evaluation, and Control of Indoor Mold)
- AIHA (The Facts About Mold)
- NADCA (ACR 2006)
- IESO (Standards of Practice for the Assessment of Indoor Air Quality)
- EPA (Mold Remediation in Schools and Commercial Buildings)
- New York City Department of Health and Mental Hygiene (Guidelines on Assessment and Remediation of Fungi in Indoor Environments)

Disclaimer

SanAir Technologies Laboratory does not make contamination corrections to reports based upon analysis of laboratory and/or field blanks.

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. SanAir assumes no responsibility for the method of sample procurement. SanAir assumes no responsibility for information provided by the client on the COC such as project number, project name, collection dates, po number, special instructions, samples collected by technician name, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Evaluation reports are based solely on the sample(s) in the condition in which they arrived at the laboratory and on the information provided by the client on the COC. SanAir will not provide any opinion on the safety of a building as visual inspection and knowledge of water damage, past remediation and weather conditions during sampling, among other elements, is essential in this decision. All samples are disposed of after 90 days unless otherwise requested by the client. SanAir is accredited by AIHA-LAP, LLC in the EMLAP program. Refer to our accreditation certificate or www.aihaaccreditedlabs.org for an up to date list of the Fields of Testing for which we are accredited.

This report does not constitute endorsement by AIHA-LAP, LLC/NVLAP and/or any other U.S. governmental agencies; and may not be certified by every local, state and federal regulatory agency.

Additional Information

Direct Identification Analyses

Direct identification analyses can be performed on tape, bulk, dust and swab samples. Direct identification reports indicate the evidence of possible active growth for each genus of fungi present. Whether or not these spores are viable or nonviable cannot be determined using this type of analysis; the sample would have to be cultured in order to determine viability. Keep in mind that this report can only be inferred for the exact spot in which the sample was taken. Light microscopy at a 400 to 1000x magnification is used for direct identification analysis.

It is encouraged to include a blank tape sample in order to check for contamination during sampling or shipment. Be sure to check the expiration date of any tape. It is recommended not to use expired tapes as the gel on the slide deteriorates thereby losing the tackiness necessary to retain fungi.

The genera *Aspergillus* and *Penicillium* are typically composed of small, round spores that are difficult to distinguish from each other without the presence of intact conidiophores (structures from which spores are formed and released). In this case, they are grouped into the category *Aspergillus / Penicillium*. Other fungi that produce spores of similar characteristics to *Aspergillus* and *Penicillium* may also be placed into this combined category in the absence of intact conidiophores (e.g. *Paecilomyces*, *Gliocladium*, *Trichoderma*, etc.).

D1 Analysis: Fungal Identification with "Evidence of Growth" Description

Results for the direct identification analysis describe the amount of evidence indicating possible fungal growth. The presence of associated mycelial fragments and conidiophores help the analyst to determine which description to use: rare, light, moderate, or heavy. Please refer to the following table for interpretation of direct identification results.

| Estimated Amount | Indication of Growth | Evidence of Mycelial Fragments / Conidiophores |
|------------------|----------------------|--|
| Rare | Not Likely | None |
| Light | Possible | Some, 10 to 25% of Tape Covered |
| Moderate | Probable | Abundant, 25 to 50% of Tape Covered |
| Heavy | Significant | Throughout, 50 to 100% of Tape Covered |

NOTE: Swabs are not the best media to use for direct analyses as all organisms may not be recovered intact, if at all, when analyzed.

NOTE: Tapes should not be overloaded with debris as that may occlude fungi.

Disclaimer

*This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The information provided in this report applies only to the samples submitted and is relevant only for the date, time and exact location of sampling. SanAir assumes no responsibility for the method of sample procurement. SanAir assumes no responsibility for information provided by the client on the chain of custody such as project name, project number, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Evaluation reports are based solely on the sample(s) condition in which they arrived at the laboratory. **SanAir will not provide any opinion on the safety of a building as visual inspection and knowledge of water damage and past remediation, among other elements, is essential in this decision.** SanAir is accredited by AIHA-LAP, LLC in the EMLAP program. Refer to our accreditation certificate or www.aihaaccreditedlabs.org for an up to date list of the Fields of Testing for which we are accredited.*

This report does not constitute endorsement by AIHA-LAP, LLC/NVLAP and/or any other U.S. governmental agencies; and may not be certified by every local, state and federal regulatory agencies.



1551 Oakbridge Dr. STE B
 Powhatan, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

Microbiology
Chain of Custody
 Form 68, Revision 8, 8/28/19

SanAir ID Number
 20048933

| | | |
|--|-----------------------------------|---|
| Company: Wellington Environmental | Project Number: 47545 | Phone #: 314-644-4930 |
| Address: 607 Hanley Industrial Ct | Project Name: BOONE COUNTY | Phone #: |
| City, State, Zip: St. Louis, MO 63144 | Date Collected: 8/31/2020 | Fax #: |
| Samples Collected By: Dave Blough | P.O. Number: 14481 | Email: dblough@environmentalcare.com |
| Account #: | | Email: |

| Sample Types | Analysis Types | Turn Around Time |
|----------------------------------|--|-------------------------|
| AC Air Cassette | A1 - Identification and Enumeration of Fungal spores, plus total dander, fiber, and pollen count | 3hr / 6hr / 1day / 2day |
| | A2 - Identification and Enumeration of Fungal spores only | 3hr / 6hr / 1day / 2day |
| T B S Tape Bulk Swab | D1 - Direct Identification of Fungi | 3hr / 6hr / 1day / 2day |
| | D2 - Direct Identification of Mites, Insects, Pollen, etc. | 3hr / 6hr / 1day / 2day |
| | D3 - Direct Identification and Enumeration of Fungi | 3hr / 6hr / 1day / 2day |
| AP B S Air Plate Bulk Swab | C1 - Culture Identification and Enumeration of Fungi only | 5-10 Days |
| | C2 - Culture Identification and Enumeration of Bacteria only | 2-4 Days |
| | C3 - Culture Identification and Enumeration of Fungi and Bacteria | 5-10 Days |
| | C4 - Culture Identification and Enumeration of Thermophilic Bacteria with C2 or C3 analysis | 2-4 or 5-10 Days |
| D Dust | DA1 - Dust Mite Allergen Test | 3hr / 6hr / 1day / 2day |

SanAir offers *Legionella* testing and other specialized culture analyses. Please call for details, COC and pricing.

| Sample # | Sample Identification | Sample Type | Analysis Type(s) | Turn Around Time | Flow Rate (Liters/min) | Total Volume (L) or Area (in ²) | Time Start - Stop |
|----------|-----------------------|-------------|------------------|------------------|------------------------|---|-------------------|
| 47545-1 | OFFICE AREA | AC | A1 | 24 hr | 15/5 | 75L | |
| 47545-2 | OFFSIDE | AC | A1 | 24 hr | 15/5 | 75L | |
| 47545-3 | BACK OF DMV WALL | T | D1 | 24 hr | - | - | |
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Special Instructions

| Relinquished by | Date | Time | Received by | Date | Time |
|--------------------|---------|------|-------------|--------|----------|
| <i>[Signature]</i> | 8/31/20 | 2 PM | EF | 9/1/20 | 11:15 am |

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/5/2020

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).

| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road Suite 450 Hunt Valley MD 21031 License#: BR-724491 | CONTACT NAME: PHONE (A/C, No, Ext): 443-798-7499 FAX (A/C, No): 443-798-7290 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Westchester Surplus Lines Insurance Co</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C : Allied World Assurance Co (U.S.) Inc.</td> <td style="text-align: center;">19489</td> </tr> <tr> <td>INSURER D : Property and Casualty Ins Co of Hartford</td> <td style="text-align: center;">34690</td> </tr> <tr> <td>INSURER E : Hartford Underwriters Insurance Company</td> <td style="text-align: center;">30104</td> </tr> <tr> <td>INSURER F : Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Westchester Surplus Lines Insurance Co | 10172 | INSURER B : Hartford Fire Insurance Company | 19682 | INSURER C : Allied World Assurance Co (U.S.) Inc. | 19489 | INSURER D : Property and Casualty Ins Co of Hartford | 34690 | INSURER E : Hartford Underwriters Insurance Company | 30104 | INSURER F : Twin City Fire Insurance Company | 29459 |
|--|--|-------------------------------|--------|--|-------|---|-------|---|-------|--|-------|---|-------|--|-------|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Westchester Surplus Lines Insurance Co | 10172 | | | | | | | | | | | | | | |
| INSURER B : Hartford Fire Insurance Company | 19682 | | | | | | | | | | | | | | |
| INSURER C : Allied World Assurance Co (U.S.) Inc. | 19489 | | | | | | | | | | | | | | |
| INSURER D : Property and Casualty Ins Co of Hartford | 34690 | | | | | | | | | | | | | | |
| INSURER E : Hartford Underwriters Insurance Company | 30104 | | | | | | | | | | | | | | |
| INSURER F : Twin City Fire Insurance Company | 29459 | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 1422884784 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Shared Gen. Agg. <input checked="" type="checkbox"/> Limits w/CPL&PL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | G24086446012 | 8/25/2020 | 8/25/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ |
| B E | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 30CSEQU3491 (AOS) 30ABQU3492 (HI) | 8/25/2020 8/25/2020 | 8/25/2021 8/25/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 03124766 | 8/25/2020 | 8/25/2021 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ |
| D F | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N | 30WNQU3490 (AOS) 30WBRQU3493 (WI) | 8/25/2020 8/25/2020 | 8/25/2021 8/25/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability Pollution Liability | | N | G24086446012 | 8/25/2020 | 8/25/2021 | Prof Each Claim 1,000,000 Poll Each Condition 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Boone County is included as additional insured with respect to the general liability policy as required by written contract.

| | |
|---|--|
| CERTIFICATE HOLDER Boone County 613 E Ash St Rm 110 Columbia MO 65201 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

456-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

October Session of the October Adjourned

Term. 20²⁰

In the County Commission of said county, on the 8th day of October 20²⁰

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

Now on this day, the County Commission of the County of Boone does hereby approve Sole Source Contract 154-123120SS – Single Feasible Source for SMS Magnet Axiom Software for the Sheriff’s Department with Magnet Forensics USA, Inc.

Terms of the agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Sole Source Request Form.

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: September 29, 2020
RE: Contract 154-123120SS – Single Feasible Source for SMS Magnet Axiom Software for the Sheriff's Department with Magnet Forensics USA, Inc.

Attached for signature and approval is Sole Source Request Form 154-123120SS for the purchase of SMS Magnet Axiom Software for the Sheriff's Department from Magnet Forensics USA, Inc. of Herndon, Virginia. The Purchasing Department requests approval of Single Feasible Source contract 154-123120SS that has been established on behalf of the Sheriff's Department.

The SMS Magnet Axiom Software is a necessary tool for the Sheriff's Department to conduct forensics investigations.

The single feasible source has been advertised in both the Missouriian and the Columbia Tribune. No other vendors have come forth to indicate that they are able to provide the proprietary software.

The contract period will run from October 01, 2020 through September 30, 2021, and there are three (3) one-year renewal options available after this initial period.

Payments will be paid from Department Fund 1253 – Internet Crimes Task Force/Account 91302 – Computer Software: \$4,499.00.

/lp

cc: Leasa Quick – Sheriff's Department
Contract File

Commission Order: 456-2020

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

| | |
|----------------------|----------------------|
| Originating Office | Sheriff's Department |
| Persons Requesting | Leasa Quick |
| Date Requested | 9/15/20 |
| Contact Phone Number | 573-816-2149 |

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

[Signature]
Signature

9-21-20
Date

SOLE SOURCE NUMBER: 154-123120SS
(Assigned by Purchasing)

COMMISSION APPROVAL: Daniel K. Atwill
Signature

10/08/2020
Date

Expiration Date: 09/01/20 through 08/31/21 One Time Purchase (check)

| | |
|---------------------------------------|--|
| Vendor Name | Magnet Forensics USA, Inc. 2250 Corporate Park Drive, Suite 130 Herndon, VA 20171 |
| Vendor Address | |
| Vendor Phone and Fax | Office: 519-342-0195 |
| Product Description | Proprietary software for forensics investigations by the Boone County Sheriff's Department |
| Estimated Cost | \$4,562.38 |
| Department/Account #s / Amt. Budgeted | Department 1253 Internet Crimes Taskforce, Account 91302 Computer Software - \$4,562.38 |

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease

- Medical device or supply specified by physician
- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
- Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.
- *Proprietary software to conduct forensics investigations*
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
- *Only manufactured, produced and distributed by Magnet Forensics USA, Inc.*
4. What research has been done to verify this vendor as the only known source?
- *Advertised in the Columbia Daily Tribune and the Columbia Missourian; obtained sole source letter from Magnet Forensics USA, Inc..*
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
- Yes (please attach a list of known sources)
 - ✓ No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
- *NA*
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
- *No – it was previously purchased directly by the Sheriff's Department because it was under bid threshold. The software part is under \$6,000.00 but this year training for use of the software was also purchased which pushes the total amount of money paid to Magnet Forensics USA, Inc. close to or over the bid threshold.*
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
- *It was previously purchased directly by the Sheriff's Department because it was under bid threshold.*
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
- *It was previously purchased directly by the Sheriff's Department because it was under bid threshold.*
10. What are the consequences of not securing this specific commodity/material?
- *Will compromise the Sheriff's Department's ability to recover digital evidence from smartphones, cloud services, computers, IoT devices and third-party images.*
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

Commission Order: 456-2030

- *Refer again to attached letter from Adam Belsher CEO of Magnet Forensics USA, Inc. dated March 19, 2018 establishing sole source status and e-mail from Kayla Read of Magnet Forensics USA, Inc. dated 9/21/2020.*

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

- *On-going, as needed. The initial contract period will run 09/01/2020 through 08/31/2021 and there will be three options to renew the subscription for one-year periods each.*



March 19, 2018

To Whom It May Concern,
Re: Sole Manufacturer

This letter serves to notify you that Magnet Forensics (formally known as JADsoftware) is the sole manufacturer of the Internet Evidence Finder® and Magnet AXIOM software used for recovering internet artifacts from data contained on hard drives, file/folders, live systems and IOS & Android mobile.

Best regards,

A handwritten signature in black ink, appearing to read 'Adam Belsher'.

Adam Belsher

CEO

Magnet Forensics Inc.



To whom it concerns,

RE: DEVELOPER/ MANUFACTURER CONFIRMATION

This letter is to confirm that Magnet Forensics Inc. is the developer and manufacturer of the following digital forensics software and related services:

1. MAGNET IEF
2. MAGNET AXIOM
3. MAGNET ACQUIRE
4. MAGNET ATLAS
5. MAGNET REVIEW
6. MAGNET AUTOMATE
7. MAGNET SHIELD
8. MAGNET AXIOM CYBER
9. MAGNET AXIOM CLOUD
10. MAGNET OUTRIDER

The undersigned, as an authorized signatory of Magnet Forensics, certifies that the software listed above is developed and manufactured by Magnet Forensics.

Should you require any additional information regarding our company products and services, please do not hesitate to contact your sales representative directly or by email at sales@magnetforensics.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam Belsher'.

Adam Belsher
Chief Executive Officer
Magnet Forensics

PURCHASE AGREEMENT
SMS Magnet Axiom Software

THIS AGREEMENT dated the 8th day of October 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Magnet Forensics USA, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for SMS Magnet Axiom Software to include the Magnet IEF Complete Upgrade to Magnet AXIOM, and the AXIOM Cloud Add-on for AXIOM as quoted in Quote # Q-128245-1 dated August 31, 2020, the Magnet Forensics End User License Agreement Version 0520, and the Amending Agreement dated August 31, 2020, including and in compliance with Boone County's Standard Terms and Conditions attached hereto. All such documents shall constitute the contract documents which shall be assigned single feasible source contract number **154-123120SS** and all such documents are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the vendor's response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with SMS Magnet AXIOM software, Magnet IEF Complete Upgrade to Magnet AXIOM, and AXIOM Cloud Add-on for AXIOM as priced in Quote # Q-128245-1 dated August 31, 2020 which is incorporated as **Attachment One**.

3. **Term:** The initial contract period shall run **October 1, 2020 through September 30, 2021**, with three (3) additional one-year renewal options available to the County. Pricing for the renewal options shall be determined at the time of renewal and shall be subject to approval by the County prior to taking effect.

4. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.

5. **Delivery** -. Delivery shall be to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. 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.

7. **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.

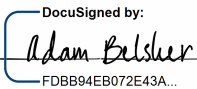
8. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

MAGNET FORENSICS USA INC.

BOONE COUNTY, MISSOURI

by  _____
DocuSigned by:
FDBB94EB072E43A...

by: Boone County Commission

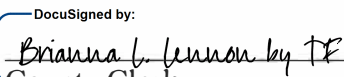
title CEO

 _____
DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

 _____
DocuSigned by:
County Counselor

 _____
DocuSigned by:
Brianna L. Lennon by TK
County Clerk

AUDITOR CERTIFICATION

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

1253-91302 /\$4,499.00

 _____
DocuSigned by:
Signature

10/1/2020

Date

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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 Contractor must notify the Purchasing Department.
8. DELETED BY AGREEMENT
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. DELETED BY AGREEMENT
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. DELETED BY AGREEMENT
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. DELETED BY AGREEMENT
18. DELETED BY AGREEMENT

Q-128245 - USD 4,499.00

Quotation



Address:
 2250 Corporate Park Drive, Suite 130
 Herndon, VA 20171
 United States

Phone: 519-342-0195
Email: sales@magnetforensics.com

DUNS: 080001807
 Cage Code: 7K9J2

Quote #: Q-128245-1
Issue Date: 23 Sep, 2020
Expires On: 30 Sep, 2020

Bill To
 Leasa Quick
 Boone County Sheriff's Department
 2121 County Drive
 Columbia, MO 65202
 United States
 (573) 876-2149
 lquick@boonecountymo.org

Ship To
 Cody Bounds
 Boone County Sheriff's Department
 2121 County Drive
 Columbia, MO 65202
 United States
 573-442-5503
 cbounds@boonecountymo.org

End User
 Cody Bounds
 Boone County Sheriff's Department
 2121 County Drive
 Columbia MO 65202
 United States
 573-442-5503
 cbounds@boonecountymo.org

| | | | |
|----------------------------------|--------------------------------|--|-------------------------------|
| PREPARED BY Kayla Read | PHONE (226) 214-1147 | EMAIL kayla.read@magnetforensics.com | PAYMENT TERM Net 30 |
|----------------------------------|--------------------------------|--|-------------------------------|

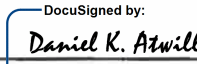
| ITEM # | PRODUCT NAME | SMS DATES | UNIT SELLING PRICE | QTY | EXTENDED PRICE |
|-----------|---|-----------------------------|--------------------|------|----------------|
| 2AX03 | SMS Magnet AXIOM | 1 Oct, 2020 to 30 Sep, 2021 | USD 2,000.00 | 1.00 | USD 2,000.00 |
| 1AX08-UPG | Magnet IEF Complete Upgrade to Magnet AXIOM | | USD 909.42 | 1.00 | USD 909.42 |
| 6CLD02 | AXIOM Cloud Add-on for AXIOM | 1 Oct, 2020 to 30 Sep, 2021 | USD 1,500.00 | 1.00 | USD 1,500.00 |
| 2RF01 | Reinstatement Fee | | USD 89.58 | 1.00 | USD 89.58 |

Sub-Total USD 4,499.00
 Taxes USD 0.00
Grand Total USD 4,499.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the software and related services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the software and related services listed in this quotation, you agree to the terms and conditions at magnetforensics.com/legal/ applicable to the software and related services listed in this quotation.

Signature 
Name (Print): Daniel Atwill

Date: 10/2/2020
Title: Presiding Commissioner

Please sign and email to Kayla Read at kayla.read@magnetforensics.com



END USER LICENSE AGREEMENT

This End User License Agreement (the "**Agreement**") is a legal agreement between You and Magnet Forensics respecting Your use of the accompanying Software. BY SUBMITTING AN ORDER FOR THE SOFTWARE AND RELATED SERVICES IDENTIFIED IN THE QUOTATION PROVIDED BY MAGNET FORENSICS, BY CLICKING ON THE APPROPRIATE BUTTON WHEN DOWNLOADING THE SOFTWARE, OR BY USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY, THE TERMS OF THIS AGREEMENT. If You do not agree with the terms of this Agreement, return the Software within ten (10) days of Your purchase to Magnet Forensics or the Magnet Forensics authorised reseller from which You bought the Software and present Your receipt of purchase for a full refund.

Authorised resellers of Magnet Forensics are not permitted to amend this Agreement, or to make any additional representations, commitments, or warranties binding on Magnet Forensics, other than in writing signed by an officer of Magnet Forensics. Except to the extent Magnet Forensics is expressly precluded by applicable law, Magnet Forensics reserves the right to make changes to this Agreement and by indicating Your acceptance to the amended agreement by clicking on the appropriate button, You accept the new agreement. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change. BY INDICATING YOUR ACCEPTANCE TO THIS AGREEMENT, YOU ARE ALSO AGREEING THAT THIS AGREEMENT REPLACES AND SUPERSEDES ANY PREVIOUSLY EXISTING MAGNET FORENSICS END USER AGREEMENT.

PLEASE NOTE: IF YOUR ORDER INDICATES THAT YOU ARE PURCHASING A SITE LICENSE OR MAGNET REVIEW (APPENDIX A); AN ACADEMIC LICENSE (APPENDIX B); A CONSULTANT LICENSE (APPENDIX C); AN ATLAS LICENSE (APPENDIX D); OR AN AXIOM CYBER LICENSE (APPENDIX E) THEN IMPORTANT MODIFICATIONS TO THIS AGREEMENT SPECIFIC TO THOSE PRODUCTS ARE CONTAINED IN THE APPENDICES IDENTIFIED ABOVE. IN ADDITION, THE TERMS SET OUT IN APPENDIX F SHALL APPLY TO ANY HOSTED DEPLOYMENT OF SOFTWARE.

If You have any questions or concerns about the terms of this Agreement, please contact us at legal@magnetforensics.com.

1 Definitions

- 1.1 "**Agreement**" means this Magnet Forensics End User License Agreement and, if applicable, any relevant quotations and invoices applicable to Your purchase of the Software and anything incorporated into this Agreement by reference.
- 1.2 "**Documentation**" means all Software user documentation, printed materials, and "online" or electronic documentation and any copies thereof, in whole or in part, provided to You by Magnet Forensics.
- 1.3 "**Feedback**" has the meaning set out in Section 2.9.
- 1.4 "**Key**" means the license key provided to You by Magnet Forensics to permit You to allow use of the Software.
- 1.5 "**Magnet Forensics**", "**we**", and "**us**" have the meaning set out in Section 13.1.
- 1.6 "**Magnet Forensics Privacy Policy**" means the policy available at <https://www.magnetforensics.com/legal/>
- 1.7 "**Magnet Software**" means the proprietary software of Magnet Forensics that is either: (a) identified in Your Order; (b) provided to You by Magnet Forensics on a trial or beta basis or (c) downloaded from <https://www.magnetforensics.com>.



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- 1.8 **“Order”** means the document agreed to by Magnet Forensics and You indicating the quantity, price and term of the Software and/or related services purchased.
- 1.9 **“Software”** means the Magnet Software and Third-Party Software provided to You by Magnet Forensics.
- 1.10 **“Third Party Software”** means the copyrighted, patented or otherwise legally protected software of third parties (including open source code components) incorporated into the Software as set forth in the View Source Licenses file of the Software.
- 1.11 **“User”** means a single individual user of the Software in whole or in part (including any functionality within the Software) with his/her own Key and who uses the Software in the regular course of his/her business or for personal use, in accordance with the Documentation, and not for the purposes of development for commercial resale or further distribution of the Software, including without limitation by resale or sublicensing, or for the purposes of providing services (including training) to third parties using the Software.
- 1.12 **“You”, and “Your”** means: the entity that purchases and is authorized to use the Software.

2 License Grant

- 2.1 **License.** Magnet Forensics hereby grants to You an individual, non-exclusive, revocable, non-transferable perpetual license to use the Software on the User’s computer(s) in accordance with the terms set forth in this Agreement and the Documentation. You may provide access to or use of the “Portable Case” functionality within the Software to third parties provided: (a) only one instance of the “Portable Case” functionality within the Software is in use at any time by any such third parties; (b) such third parties must agree that their use of the “Portable Case” functionality within the Software is governed by the terms of this Agreement or substantially similar terms of use and (c) You must pay the applicable “Portable Case” license fees identified in Your Order, if any. If You are acquiring the Software on a term license, subscription basis or as part of a free trial, then the license rights set out in this Section 2.1 apply only for the time period identified in Your Order or for the time period authorized by Magnet Forensics, as the case may be.
- 2.2 **Restrictions.** You shall not and shall ensure that Users shall not:
- 2.2.1 copy, reproduce, or modify the Software or any part thereof;
 - 2.2.2 enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;
 - 2.2.3 distribute, lend, assign, license, sublicense, lease, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party;
 - 2.2.4 remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software;
 - 2.2.5 copy any Documentation unless specifically authorized in writing to do so by Magnet Forensics;
 - 2.2.6 use the Software to provide services to third parties (including technical or training services), or otherwise publicly display or market the Software, for the purposes of Your commercial gain;
 - 2.2.7 use the Software in any unlawful manner; or
 - 2.2.8 authorize, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in 2.2.1 – 2.2.7 above, or attempting to do so.

For the purposes of this provision “copy” or “reproduce” shall not include: (A) making additional copies of the Software for Your own use, as long as only one copy may be used at any one time in accordance with the Documentation; or (B) making one back-up copy of the Software, provided that such copy is not



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used simultaneously or concurrently with the original including, without limitation, pre-installing the Software or any part thereof on any computers used by other persons or third parties.

- 2.3 **Functionality.** You acknowledge that use of the Software may result in Your collection of information obtained from third parties, that such third party information is not under the control of Magnet Forensics, and Magnet Forensics is not responsible or in any way liable for the performance and non-performance of the Software to collect such third party information, including without limitation the accuracy, completeness, interpretation, reliability, copyright compliance, legality, decency, or any other aspect of such third party information. It is solely Your responsibility to evaluate the accuracy, completeness, interpretation, and usefulness of the collection of any such third-party information. Magnet Forensics has no special relationship with or fiduciary duty to You, and You acknowledge that Magnet Forensics has no control over, and no duty to take any action regarding any of Your acts or omissions, including without limitation: (a) what information and material You access through the Software; (b) how You may interpret or use the information and materials accessed through the Software; or (c) what actions You may take as a result of having been exposed to information and materials obtained through the Software. You therefore agree to indemnify, defend and hold Magnet Forensics harmless from any and all claims that arise as a result of Your use of the Software, including without limitation claims arising from Your non-compliance with applicable privacy or other legislation, and claims by third parties relating to their rights in the information and materials accessed by You.
- 2.4 **Excluded Applications.** You specifically acknowledge that the Software is not developed, or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous, time-sensitive or mission critical applications. You agree that Magnet Forensics shall not be liable for any claims or damages arising from such use. You agree to hold Magnet Forensics harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Software for such applications.
- 2.5 **Right to Use.** By entering into this Agreement, You are representing and warranting that You have the legal right to acquire the Software and to use it in the jurisdiction in which You are located, and that Your payment for and use of the Software does and will not cause Magnet Forensics to be in breach of any applicable laws or regulations.
- 2.6 **Vicarious Liability.** You must ensure that all Your employees and contractors that use the Software comply with the terms and conditions of this Agreement and You shall be vicariously liable for the acts or omissions of such employees and contractors with respect to their use of the Software. You acknowledge that the Key is confidential information of Magnet Forensics. You shall not permit anyone other than Users to obtain access to the Software using the Key. You acknowledge that You shall be responsible for payment, in accordance with this Agreement, for unauthorized use of the Software access by the Key granted to You by Magnet Forensics.
- 2.7 **Upgrades.** All upgrades and updates to the Software are provided to You by Magnet Forensics pursuant to a separate support and maintenance agreement and shall also be considered Software hereunder, subject to all terms, conditions and restrictions contained herein together with the terms and conditions of the separate support and maintenance agreement.
- 2.8 **End of Life.** Magnet Forensics reserves the right to change, suspend, end-of-life or otherwise discontinue any version of the Software at any time, including the availability of any feature or content, or any promotion offered by Magnet Forensics. Magnet Forensics further reserves the right to change its standard pricing for the Software.
- 2.9 **Feedback.** Magnet Forensics welcomes Your feedback regarding the Software (including Beta Software), but we cannot receive feedback unless we are able to freely use the feedback to improve the Software. Therefore, unless we otherwise agree with You in writing, You hereby agree that: (a)



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we own all feedback, comments, suggestions for improvement, ideas, concepts and changes that You provide to us or identify in the course of Your use of the Software, and all associated intellectual property rights (collectively the "**Feedback**"); and (b) You hereby assign to us all of Your right, title and interest in Your Feedback. You will not knowingly provide us any Feedback that is subject to third party intellectual property rights. You agree to cooperate fully with us with respect to signing further documents and doing such other acts as are reasonably requested by us to confirm that we own the Feedback and to enable us to register and/or protect any associated intellectual property rights and/or confidential information.

- 2.10 **Third Party Software.** Notwithstanding any terms to the contrary in this Agreement, You acknowledge and agree that: (i) the Software contains Third Party Software; and (ii) You agree that, in addition to the terms of this Agreement, its use is further subject to the terms of such third-party licenses applicable to the Third-Party Software. Further, You hereby acknowledge that the third parties disclaim and make no representation or warranty with respect to such Third-Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third-Party Software or Your use or inability to use the same.
- 2.11 **Artifacts.** You and/or a third party may develop scripts that contain instructions (in either XML, Python or other format) that the Software scans to facilitate isolating categories of data in applications, programs, operating systems, etc. ("**Artifacts**"). Your use of any Artifact is at Your risk. Artifacts may contain malicious code or viruses. Magnet Forensics strongly recommends that You scan Artifacts for viruses prior to using in conjunction with the Software.

3 **Beta Software**

- 3.1 **Beta Products.** If the Software is identified as pre-commercial, evaluation, pilot, "alpha", or "beta" software ("**Beta Software**"), the license rights set out above with respect to Your use of such Beta Software apply only for the time period authorised by Magnet Forensics ("**Beta Period**") and solely to the extent necessary to enable You and the Users to test and provide Feedback to Magnet Forensics regarding the Beta Software. Such license will automatically terminate upon the expiration of the Beta Period, which period may be extended or terminated by Magnet Forensics at any time, in its sole discretion, but, unless You are in breach of this Agreement, Magnet Forensics will use commercially reasonable efforts to provide You with prior notice of any change to the duration of the Beta Period. Notwithstanding the Beta Period, You acknowledge and agree that Magnet Forensics may include technical measures in the Beta Software that renders it inoperable after a specified period of time and You agree that You will not circumvent such technical measures. In consideration of the grant of license for the Beta Software, You agree that You will provide Magnet Forensics with Feedback on Beta Software as Magnet Forensics reasonably requests without any compensation, and that Section 2.9 will apply to such Feedback.
- 3.2 **Beta Services.** Magnet Forensics may, in its sole discretion, provide You with assistance or personnel at Your site for Beta Software installation, configuration, or testing purposes. You acknowledge and agree that You are solely responsible for the selection, implementation, installation, maintenance and performance of any and all hardware, software and services used in conjunction with the Beta Software, and that Magnet Forensics shall not be liable for any loss or damage caused by Your reliance on any Magnet Forensics assistance or personnel performing installation, configuration, or testing in relation to the Beta Software. You acknowledge and agree that all terms and conditions relating to cloud-hosted services set out Appendix F to this Agreement shall apply to Beta Software. You shall only use testing data provided by Magnet Forensics in connection with Beta Software, unless otherwise agreed to in writing by Magnet Forensics, in which case You shall be solely liable (and not Magnet Forensics) for the use of any such testing data.
- 3.3 **Data Transmitted During Beta Period.** During the Beta Period, Magnet Forensics may agree to accept data from You. You undertake that prior to transmitting Your data to Magnet Forensics You



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shall anonymize the data by removing and/or obfuscating all personally identifiable information characteristics of the data. By submitting Your anonymized data, You grant Magnet Forensics a perpetual, irrevocable, worldwide, transferable royalty-free license to use such anonymized data to enhance the functionality of products of Magnet Forensics as they see fit.

- 3.4 Beta Products/Services "As Is". Because the Beta Software is still in development, it and any associated services hereunder are provided to You "AS IS", without any warranty whatsoever. MAGNET FORENSICS DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE BETA SOFTWARE AND RELATED SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL MAGNET FORENSICS BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE BETA SOFTWARE OR RELATED SERVICES.

4 Fees and Taxes

- 4.1 Fees. Your use of the Software is conditional upon Your payment to Magnet Forensics of all applicable fees identified in the Order. All fees are payable within thirty (30) days from date of the invoice issued when the Software is delivered to You. If You fail to pay any amount under this Agreement that is due and payable, in addition to any other rights and remedies available to Magnet Forensics, Magnet Forensics shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law, such interest commencing as of the due date for such payment, and Magnet Forensics shall also be entitled to terminate Your license to use the Software. You shall also be responsible for paying for all reasonable fees and costs incurred by Magnet Forensics, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.
- 4.2 Taxes. You are responsible for, and shall pay all taxes relating to this Agreement, excluding any taxes based on the net income of Magnet Forensics. Unless otherwise indicated, all amounts payable by You under this Agreement are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Software, the execution of this Agreement or otherwise. If You are required to withhold any taxes from payments owed under this Agreement, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to Magnet Forensics shall equal the amount invoiced or otherwise due.

5 Support

- 5.1 Support. This license does not imply any rights to future upgrades or updates of the Software. You must specifically purchase support from Magnet Forensics to obtain upgrades or updates to the Software or any support for the Software beyond Magnet Forensics' warranty obligations set forth herein, and all such support shall be subject to Magnet Forensics' Support Terms and Conditions, which may be found at <http://www.magnetforensics.com/legal/>. If You contact Magnet Forensics for support or opt-in to send diagnostics or other technical information to Magnet Forensics through email or tools provided by Magnet Forensics for such purposes, You agree that: (a) the information the disclosing party discloses to the receiving party may be confidential information that the receiving party agrees to keep in strict confidence; and (b) Magnet Forensics may collect technical information like Software version number, Software usage information, operating system and environment information, and list of installed applications that may be helpful for the diagnostics purposes. Such information will be used for the purposes of support, software updates, and improvement of the Software in accordance with Magnet Forensics' Privacy Policy. You acknowledge and agree that calls and emails with Magnet Forensics and its service providers may be recorded or logged for



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training, quality assurance, customer service and reference purposes. If Magnet Forensics provides You with any upgrades or updates to the Software, such upgrades or updates shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates.

- 5.2 **No Customization.** Magnet Forensics shall not be responsible for the installation or integration of the Software with any hardware or software. In no event shall Magnet Forensics be obligated to customize or otherwise modify the Software.

6 Intellectual Property Rights, Indemnification by Magnet Forensics and Confidentiality

- 6.1 **License Only.** You do not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation any right, title or interest in and to patents, copyrights, trademarks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Software or any part thereof. Your only rights to the Software and any part thereof shall be those rights expressly licensed to You under this Agreement. Any rights not expressly granted under this Agreement are reserved.

- 6.2 **Magnet Forensics Ownership.** You acknowledge that the Magnet Software is owned by Magnet Forensics, who retains all right, title and interest therein, and is protected by Canadian, U.S. and international copyright laws. In addition, other intellectual property laws (including patent laws) and treaties may protect the Software. It is therefore Your responsibility to fully comply with such laws in using and handling the Software. Nothing herein shall be construed as constituting a sale of the Software or any portion thereof to You.

- 6.3 **Magnet Forensics Indemnity.** Magnet Forensics, at its sole expense, will defend You against any claim and indemnify You from any damages awarded by a court or settlements, ("**Claim**") as a result of use of the Magnet Software infringing any valid patents or copyrights in Canada or the United States of any third party, provided that You: (i) give prompt notice of the Claim to Magnet Forensics; (ii) grant sole control of the defense and settlement of the Claim to Magnet Forensics; and (iii) provide reasonable cooperation to Magnet Forensics and, at Magnet Forensics' request and expense, assistance in the defense or settlement of the Claim. In the event of a Claim, Magnet Forensics may, at its option and expense: (a) obtain for You the right to continue to use the Magnet Software; (b) substitute a substantially equivalent non-infringing product; (c) modify the Magnet Software to make it non-infringing; or if (a) (b) or (c) are not commercially feasible then (d) terminate Your license. If Your license is terminated, You must return or destroy the Magnet Software and within 30 days of receipt of all of the Magnet Software or certification of destruction thereof, Magnet Forensics will refund the amount You paid. The indemnity obligations under this clause do not extend to Claims arising from or relating to: (aa) any use of the Magnet Software in combination with any equipment, software, data or any other materials not authorized by Magnet Forensics where the infringement would not have occurred but for such combination; (bb) any modification to the Magnet Software where the infringement would not have occurred but for such modification; (cc) use of the Magnet Software by You in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; (dd) the continued use of the Magnet Software after Magnet Forensics has provided substantially equivalent non-infringing software; (ee) use of Third Party Software or (ff) a Claim You were aware of prior to Your purchase of the Magnet Software. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF THIS CLAUSE STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MAGNET FORENSICS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED MISAPPROPRIATION, VIOLATION AND/OR INFRINGEMENT OF ANY PROPRIETARY AND/OR INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS CLAUSE, MAGNET FORENSICS EXPRESSLY DISCLAIMS ANY OBLIGATION TO INDEMNIFY OR DEFEND YOU



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AND/OR ANY OTHER PARTY FROM ANY CLAIM, DEMAND, ACTION OR THREATENED ACTION.

- 6.4 Confidentiality. You acknowledge and agree that the Magnet Software: (a) was developed at considerable time and expense by Magnet Forensics; and (b) contains confidential information including the trade-secrets of Magnet Forensics. Without limiting the foregoing, for Beta Software, confidential information includes the 'look and feel', performance, specifications, features and functionality of software, which information may not be discussed or shown to the public by You in any manner until publicly released by Magnet Forensics. The Software and Documentation should not be disclosed to third-parties without the express written consent of Magnet Forensics.

7 Warranties

- 7.1 10 Day Right of Return. THE SOFTWARE IS PROVIDED TO YOU "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. Where the media on which the Software is provided is defective, or You are unable to download the Software in accordance with directions provided by Magnet Forensics, and You notify Magnet Forensics of such issues within ten (10) days of the delivery of the Software to You, Magnet Forensics will provide You with another copy of the Software at no charge to You.
- 7.2 EXCLUSIONS. THE WARRANTY SET FORTH IN THIS SECTION 7 IS THE EXCLUSIVE WARRANTY MADE BY MAGNET FORENSICS TO YOU, AND IS YOUR SOLE AND EXCLUSIVE REMEDY RESPECTING ANY DEFECTS, NON-CONFORMITIES OR PROBLEMS WITH THE SOFTWARE. MAGNET FORENSICS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY OR CONDITION ARISING BY STATUTE, CUSTOM OR USAGE OF TRADE RELATED TO THE SOFTWARE PROVIDED HEREUNDER. MAGNET FORENSICS SPECIFICALLY DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. MAGNET FORENSICS DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS, ERRORS, OR LIMITATIONS. Some jurisdictions may not allow the exclusion or limitation of implied warranties and conditions. To the extent permitted by law, any implied warranties or conditions relating to the Software to the extent that they cannot be excluded as set out above are limited to thirty (30) days from the date that the Software is delivered to You. The allocations of liability in this Section 7.2 represent the agreed and bargained for understanding of the parties and Magnet Forensics' compensation hereunder reflects such allocations.
- 7.3 Not Covered by Warranty. To the limited extent that Magnet Forensics is not able to disclaim any warranty respecting the Software, any implied or imposed warranty respecting the Software shall nevertheless not apply to defects, non-conformities or problems resulting from: (a) improper or inadequate maintenance or installation of the Software; (b) use of the Software in combination with software, interfaces, or other materials that are not supplied or specifically authorized by Magnet Forensics; (c) unauthorized or improper use or modification of the Software, including use that is not contemplated under the terms of this Agreement or the Documentation accompanying the Software; (d) abuse, negligence, accident, or other damage from external sources (e) improper preparation of Your facilities for Software installation and use; (f) unauthorized maintenance or repair of the Software or (g) use of Third Party Software.

8 Limitation of Liability

- 8.1 Direct Damages. In no event will Magnet Forensics be liable under this Agreement for any damages other than Your direct damages to the extent arising from Magnet Forensics' gross negligence or willful



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misconduct, and in no event, shall Magnet Forensics' aggregate liability exceed the amounts paid by You to Magnet Forensics for the Software.

- 8.2 EXCLUSIONS. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED IN THIS SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MAGNET FORENSICS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, DATA, USE OR OPPORTUNITY, THE CORRUPTION OF DATA, LOSS OF THE USE OF DEVICES OR ANY PORTION THEREOF, THE PERFORMANCE AND NON-PERFORMANCE OF THE SOFTWARE, AND ANY BUGS OR DAMAGES CAUSED BY THIRD PARTY FILES, INCLUDING IF THE THIRD PARTY FILES CONTAIN MALICIOUS CODE AND/OR VIRUSES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND WHETHER OR NOT MAGNET FORENSICS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAGNET FORENSICS SHALL ONLY BE LIABLE TO YOU AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND SHALL HAVE NO OTHER OBLIGATION, DUTY OR LIABILITY TO YOU. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY YOU, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, AUTHORISED RESELLER, SUPPLIER, SERVICE PROVIDER, OR INDEPENDENT CONTRACTOR OF MAGNET FORENSICS OR ANY AFFILIATES OF MAGNET FORENSICS HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.
- 8.3 NO LIMITATIONS. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

9 Indemnification

- 9.1 Your Indemnification of Magnet Forensics. You must defend and indemnify Magnet Forensics with respect to amounts required to be paid to a third party, and all costs, expenses, and liability, including without limitation legal fees, arising from: (a) a claim of infringement of any third party intellectual property right arising from Your combination or use of the Software with equipment, software, interfaces, or other materials that are not supplied or specifically authorized by Magnet Forensics, (b) any third party claim arising from Your use of the Software or any portion thereof (other than claims that arise solely from the use of the Software strictly in accordance with this Agreement), and (c) any third party claim arising out of Your material breach of this Agreement. Magnet Forensics reserves the right, at Your expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with Magnet Forensics, at Your expense, in asserting any available defences.

10 Term and Termination

- 10.1 Term. Your license to use the Software shall continue until this Agreement is terminated pursuant to this Section 10.
- 10.2 Termination for Convenience. You may terminate this Agreement at any time upon notice to Magnet Forensics but You will not be entitled to any refund.
- 10.3 Termination by Magnet Forensics. Magnet Forensics may terminate this Agreement immediately upon notice to You if: (a) You materially breach, fail to comply with, or otherwise contravene a term or condition of this Agreement which You fail to cure fifteen (15) days after written notice thereof by Magnet Forensics; (b) You materially breach any other agreement that You may have with Magnet Forensics which You fail to cure fifteen (15) days after written notice thereof by Magnet Forensics; or (c) You become involved in any legal



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proceeding concerning Your solvency, commence liquidation proceedings, have a receiver or administrator appointed of any of Your assets, cease or threaten to cease operations, or otherwise have a serious and reasonable doubt arise respecting Your solvency. Magnet Forensics may also terminate this Agreement upon ninety (90) days' written notice in the event that Magnet Forensics decides, in its sole discretion, to end-of-life the Software. Additionally, Magnet Forensics may terminate this Agreement if required to do so by any law, regulation, requirement or ruling issued in any form whatsoever by any judicial or other governmental body. Magnet Forensics will not be liable for any damage caused by the termination of this Agreement.

- 10.4 **Cease Use.** Upon expiration or termination of this Agreement (including expiration of term license, free trial or Beta Period), You will immediately cease all use of the Software and destroy and/or permanently delete all copies of the Software in Your possession, and any payments that are then due to Magnet Forensics become immediately payable in full.
- 10.5 **Audit.** Magnet Forensics reserves the right to investigate suspected violations of this Agreement. Magnet Forensics shall be permitted to audit (at least once annually and in accordance with Magnet Forensics standard procedures, which may include on-site and/or remote audit) the usage of the Software. You shall co-operate reasonably in the conduct of such audits. In the event an audit reveals that: (i) You underpaid license fees and/or support and maintenance fees to Magnet Forensics; and/or (ii) that You have used the Software in excess of the license quantities or levels stated in the applicable invoice(s), You shall pay on demand fees for such excess usage based on Magnet Forensics' then current prices in effect at the time of the audit, plus an additional administration fee equal to fifteen percent (15%) of the amount for excess usage. The above-described actions are not Magnet Forensics' exclusive remedies and Magnet Forensics may take any other legal, equitable or technical action it deems appropriate in the circumstances.

11 Injunctive Relief

- 11.1 You agree that Magnet Forensics has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief without the requirement to post a bond or demonstrate damages, for claims or disputes regarding: (i) amounts owed by You to Magnet Forensics in connection with Your use of the Software; (ii) Your violation or threatened violation of the sections of this Agreement entitled License Grant (Section 2), Intellectual Property Rights, Indemnification and Confidentiality (Section 6), Term and Termination (Section 10), and Compliance With Laws/Export (Section 12). Should You become aware of any activities by any third-party contrary to these terms and conditions, You will promptly notify Magnet Forensics and shall reasonably assist Magnet Forensics to enforce its rights against such third party.

12 Compliance with Laws/Export

- 12.1 In using the Software, You will observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, state, municipal and local governing bodies, of any country having jurisdiction over the Software or any part thereof.
- 12.2 You will not use, import, export, or re-export the Software except in compliance with all applicable laws, which shall include refraining from exporting to any person or country that is on any U.S. or Canadian export control list unless You have a valid and applicable permit to do so. You agree to indemnify Magnet Forensics from any loss, claims, liability or damages arising out of Your failure to comply with such laws. You hereby represent that You will not use the Software in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity.
- 12.3 If the Software is being licensed by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software will be only as set forth (i) in this Agreement or (ii) as provided in FAR 12.212 (Computer Software) and (for



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Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (i) or (ii) are the more restrictive.

13 Magnet Forensics Entity, Governing Law and Arbitration

13.1 "Magnet Forensics", "we", and "us" means:

- a) Where Your primary address is anywhere other than in the U.S., Magnet Forensics Inc., with an office at 2220 University Avenue East, Waterloo, Ontario, Canada N2K 0A8.
- b) Where Your primary address is in the U.S. (including its territories, protectorates or overseas regions), Magnet Forensics USA, Inc., with an office at 2250 Corporate Park Drive, Suite 130, Herndon, Virginia, U.S. 20171.

13.2 **Governing Law.** This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of Ontario, Canada, excluding any body of law governing conflicts of laws. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in Your jurisdiction will not permit You to consent to the jurisdiction and venue of Ontario, Canada, then Your local jurisdiction and venue will apply to any disputes or claims arising out of or related to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.3 **Arbitration.** Excluding claims for injunctive or other equitable relief and for claims related to the Software, any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, including any question regarding its existence, validity, or termination, such arbitration shall be settled by final and binding arbitration which will be held in accordance with the rules of arbitration of the Arbitration Act, 1991 (Ontario) and conducted in Toronto, Ontario. The arbitration shall be heard by one arbitrator appointed in accordance with the applicable rules and to be mutually agreed to by the parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14 General Provisions

14.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings relating to the subject matter hereof. Your additional or different terms and conditions, whether on Your purchase order or otherwise, shall not apply. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

14.2 **Force Majeure.** Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations of either party hereunder.

14.3 **Waiver.** No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.



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- 14.4 Notices. Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier or facsimile, delivered in electronic form.
- 14.5 Assignment. We may assign this Agreement without prior notice to You. You shall not assign or transfer (including by operation of law) this Agreement without the prior written consent of Magnet Forensics, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 14.5 shall be null and void.
- 14.6 Survival. Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.
- 14.7 Electronic Execution. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Software. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 14.8 Invalidity. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.
- 14.9 English. It is the express will of the parties that this Agreement and all related documents have been drawn up in English. Where Your primary address is in Québec, then it is the express will of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including any correspondence, discovery, submissions, filings, pleadings, oral pleadings, arguments, oral arguments and orders or judgments.
- 14.10 Publicity. Upon obtaining Your written permission (not to be unreasonably withheld) Magnet Forensics may make announcements, press releases, publications, presentations and other public statements that reference Your identity as a customer, provided that Magnet Forensics does not disclose Your confidential information in the course of such publicity or misrepresent Your relationship with Magnet Forensics.
- 14.11 Third Party Interest. Magnet Forensics' affiliates, and Magnet Forensics and our affiliates' respective directors, officers, and employees are intended third party beneficiaries for the purpose of License Grant (Section 2.4), Warranty (Section 6), Limitation of Liability (Section 8), Indemnification (Section 9) and Compliance with Laws (Section 12.2) as if each was a party to this Agreement, in accordance with this Section and any applicable laws or regulations in Your jurisdiction. Except as otherwise specifically stated in this Agreement, any person who is not a party to this Agreement has no rights under this Agreement.

15 Contact



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- 15.1 If You have any questions regarding this Agreement, or if You have any questions, complaints, claims or other legal concerns relating to Magnet Forensics or its business, please contact Magnet Forensics at:

Magnet Forensics Inc.
2220 University Avenue East
Waterloo, Ontario
N2K 0A8
Phone: +1 (844) 638-7884
Email: legal@magnetforensics.com

16 Jurisdiction Specific Terms

- 16.1 Where Your primary address is in Europe (including Greenland), the Middle East, or Africa, then the following amendments apply to this Agreement:

- (a) Section 2.2(b) is deleted in its entirety and replaced with the following:

(b) except to the extent that Magnet Forensics is expressly precluded by law from prohibiting these activities, enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof including the software that is provided as a license key to validate authorised use of the Software by a User and provided that the information obtained by You during such activities:

- a. is used only for the purpose of achieving interoperability of the Software or any part thereof with another software program;*
- b. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and*
- c. is not used to create any software which is substantially similar to the Software;*

- (b) The first sentence of Section 13.2 is deleted in its entirety and replaced with the following:

13.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of England. ...

- (c) The last sentence of Section 14.11 is deleted in its entirety and replaced with the following:

... Except as otherwise specifically stated in this Agreement, any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to terminate, rescind, or agree to any variation, waiver, or settlement under this Agreement are not subject to the consent of any other person.

- 16.2 Where Your primary address is in the U.S., then the following amendments apply to this Agreement:

- (a) Section 13.2 is deleted in its entirety and replaced with the following:

13.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of New York, U.S., excluding any body of law governing conflicts of laws. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in Your jurisdiction will not permit You to



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consent to the jurisdiction and venue of federal and state courts located in New York, New York, U.S., then Your local jurisdiction and venue will apply to any disputes or claims arising out of or related to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- (b) Section 13.3 is deleted in its entirety and replaced with the following:

13.3 Excluding claims for injunctive or other equitable relief and for claims related to the Software, any dispute or controversy arising out of or relating to this Agreement, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of this Agreement shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. There shall be no right or authority for any claims to be arbitrated on a class action basis. The arbitration shall take place in New York, New York or at the option of the party seeking relief, online, by telephone, online, or via written submissions alone, and be administered by JAMS. The arbitral tribunal ("Tribunal") shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The decision of the arbitrator will be final and binding on the parties. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 16.3 Where Your primary address is in Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan), then the following amendments apply to this Agreement:

- (a) Section 13.2 is deleted in its entirety and replaced with the following:

13.2 This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of Singapore, excluding any body of law governing conflicts of laws. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. If the courts in Your jurisdiction will not permit You to consent to the jurisdiction and venue of Singapore, then Your local jurisdiction and venue will apply to any disputes or claims arising out of or related to this Agreement. You agree that the



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United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- (b) Section 13.3 is deleted in its entirety and replaced with the following:

13.3 Excluding claims for injunctive or other equitable relief and for claims related to the Software, any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, including any question regarding its existence, validity, or termination, except to the extent specifically prohibited by applicable law in Your jurisdiction, shall be settled by final and binding arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause, and conducted in Singapore. The arbitration shall be heard by one arbitrator appointed in accordance with the SIAC Rules and to be mutually agreed to by the parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. The language of the arbitration shall be English. Each party shall bear one half of the costs associated with the arbitration proceedings. The costs shall exclude experts' costs and each party's legal costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- (c) The last sentence of Section 14.11 is deleted in its entirety and replaced with the following:

... Except as otherwise specifically stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights on any person who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act.

- 16.4 If Your primary address is not in any of the regions or countries specified in Section 16.1, 16.2, or 16.3, the Agreement will apply to You without further amendment.



END USER LICENSE AGREEMENT

Appendix A

SITE LICENSE OR MAGNET REVIEW

If Your Order indicates that You are licensing the Software on a Site License basis or you are licensing Magnet Review then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

1 Definitions (This definition shall be added to Section 1 of the End User License Agreement).

- 1.1 “Instance” means a copy of the Software that a User is authorized to use, in accordance with the terms set forth in this Agreement. For Site License deployments, Users may be authorized to use multiple copies of the Software. The maximum number of Instances per User are stated in Your Order.

2 Support. (This section shall replace section 5.1 of the End User License Agreement).

- 2.1 Support. During the term of Your license, Magnet Forensics shall provide support and maintenance services, including upgrades and updates to the Software. All such support shall be subject to Magnet Forensics' Support Terms and Conditions, which may be found at <http://www.magnetforensics.com/legal/>. If You contact Magnet Forensics for support or opt-in to send diagnostics or other technical information to Magnet Forensics through email or tools provided by Magnet Forensics for such purposes, You agree that: (a) the information the disclosing party discloses to the receiving party may be confidential information that the receiving party agrees to keep in strict confidence; and (b) Magnet Forensics may collect technical information like Software version number, Software usage information, operating system and environment information, and list of installed applications that may be helpful for the diagnostics purposes. Such information will be used for the purposes of support, software updates, and improvement of the Software in accordance with Magnet Forensics' Privacy Policy. You acknowledge and agree that calls and emails with Magnet Forensics and its service providers may be recorded or logged for training, quality assurance, customer service and reference purposes. If Magnet Forensics provides You with any upgrades or updates to the Software, such upgrades or updates shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates.

3 License Compliance (This section shall replace section 10.5 of the End User License Agreement).

- 3.1 Annual or End of Term Reconciliation. You must inform Magnet Forensics of any Users/Instances more than the maximum stated in Your Order on the date in which said Users/Instances started. Additionally, You acknowledge and agree that at the end of the Term, You shall provide Magnet Forensics with a record of all Users/Instances used during the Term, including details respecting Users/Instances in excess of the maximums stated in their Order.
- 3.2 Certificate. Upon request of Magnet Forensics, not to exceed once per twelve-month period, You shall provide a written certificate of compliance from an authorized signing officer confirming the number of Users/Instances and Your compliance with the other terms of this Agreement.
- 3.3 General Audit Rights. Magnet Forensics reserves the right to investigate suspected violations of this Agreement. Magnet Forensics shall be permitted to audit Your usage of the Software (not to exceed once annually and in accordance with Magnet Forensics standard procedures, which may include on-site and/or remote audit). You shall co-operate in the conduct of such audits. If an audit reveals (i) that You underpaid license fees and/or support services fees to Magnet Forensics; and/or (ii) that



END USER LICENSE AGREEMENT

You have used the Software more than the Users/Instances stated in Your Order, You shall pay Magnet Forensics in accordance with section 3.4 herein.

- 3.4 Reconciliation. If it is determined that You are in breach of this Agreement, You shall pay to Magnet Forensics all underpaid amounts based on Magnet Forensics' then current prices plus an additional administration fee equal to fifteen percent (15%) of the amount for excess usage. Such amounts shall be immediately due upon Your receipt of Magnet Forensics' invoice specifying such underpaid amounts. The above-described actions are not Magnet Forensics' exclusive remedies and Magnet Forensics may take any other legal, equitable or technical action it deems appropriate in the circumstances.



END USER LICENSE AGREEMENT

Appendix B

ACADEMIC LICENSE

If Your Order indicates that You are licensing the Software on an Academic License basis then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

1 License Grant (This section shall replace section 2.1 of the End User License Agreement).

- 1.1 License. Magnet Forensics hereby grants to You an individual, non-exclusive, revocable, non-transferable perpetual license to use the Software on the User's computer(s) for academic, non-commercial purposes in accordance with the terms set forth in this Agreement and the Documentation. You may provide access to or use of the "Portable Case" functionality within the Software to third parties provided: (a) only one instance of the "Portable Case" functionality within the Software is in use at any time by any such third parties; (b) the third party must agree that their use of the "Portable Case" functionality within the Software is governed by the terms of this Agreement or substantially similar terms of use; and (c) You must pay the applicable "Portable Case" license fees identified in Your Order, if any. If You are acquiring the Software on a term license, subscription basis or as part of a free trial, then the license rights set out in this Section 1.1 apply only for the time period identified in Your Order or for the time period authorized by Magnet Forensics or its authorized resellers, as the case may be.



END USER LICENSE AGREEMENT

Appendix C

CONSULTANT LICENSE

If Your Order indicates that You are licensing the Software on a Consultant License basis then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

1 License Grant (The following sections shall replace sections 2.1 and 2.2 of the End User License Agreement).

- 1.1 License. Magnet Forensics hereby grants to You an individual, non-exclusive, revocable, non-transferable perpetual license to use the Software on the User's computer(s) in accordance with the terms set forth in this Agreement and the Documentation. You may provide access to or use of the "Portable Case" functionality within the Software to Your customers provided such access is (a) directly related to Your provision of services to Your customer; (b) Your customer must agree that their use of the "Portable Case" functionality within the Software is governed by the terms of this Agreement or substantially similar terms of use; and (c) You must pay the applicable per customer "Portable Case" license fees identified in Your Order, if any. If You are acquiring the Software on a term license, subscription basis or as part of a free trial, then the license rights set out in this Section 2.1 apply only for the time period identified in Your Order or for the time period authorised by Magnet Forensics, as the case may be.
- 1.2 Restrictions. You shall not and shall ensure that Users shall not:
 - 1.2.1 copy, reproduce, or modify the Software or any part thereof;
 - 1.2.2 enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;
 - 1.2.3 distribute, lend, assign, license, sublicense, lease, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party;
 - 1.2.4 remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software;
 - 1.2.5 copy any Documentation unless specifically authorized in writing to do so by Magnet Forensics;
 - 1.2.6 use the Software in any unlawful manner; or
 - 1.2.7 authorise, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in 2.2.1 – 2.2.6 above, or attempting to do so.

For the purposes of this provision "copy" or "reproduce" shall not include: (A) making additional copies of the Software for Your own use, as long as only one copy may be used at any one time in accordance with in the Documentation; or (B) making one back-up copy of the Software, provided that such copy is not used simultaneously or concurrently with the original including, without limitation, pre-installing the Software or any part thereof on any computers used by other persons or third parties.

- 1.3 Services to third parties. You may utilize the Software in relation to Your provision of forensic analysis services to a third party for commercial gain, subject to Your compliance with all other terms of this Agreement and the payment of all applicable fees, provided that:
 - 1.3.1 You shall be solely responsible for Your services, including any use or operation of the Software (both separately or in combination with any other software), to provide such services, and, as Magnet Forensics expressly disclaims all liability for any claims, losses or damages relating to Your services, You agree to indemnify Magnet Forensics against all such claims, losses and damages in accordance with the indemnity provisions set forth in this Agreement (including any claims that



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may be brought by Your customers in relation to the services or Your use of the Software in providing the services);

- 1.3.2 You shall not permit Your customers to use the Software directly unless You have first obtained Magnet Forensics' express written permission, and such permission may be subject to parameters imposed by Magnet Forensics;
- 1.3.3 You shall not use the Software to provide digital forensics training to third parties (including instructions on how to use the Software), unless You have first obtained Magnet Forensics' express written permission, and such permission may be subject to parameters imposed by Magnet Forensics;
- 1.3.4 You shall not, whether in an agreement for Your services or otherwise, in any way negate or override any terms and conditions of the protections afforded to Magnet Forensics under this Agreement;
- 1.3.5 You shall not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to Magnet Forensics or any Magnet Forensics products or services, including the Software;
- 1.3.6 You shall not make any representations, warranties or guarantees about Magnet Forensics or the Software and the operation of the Software, unless expressly authorized in writing by Magnet Forensics, and specifically shall in no event make any representations, guarantees or warranties that are inconsistent with the terms of this Agreement;
- 1.3.7 You shall comply with all applicable federal, state, provincial and local laws and regulations in performing Your services, and
- 1.3.8 where You wish to publicize, market or otherwise promote the use of the Software in Your services, You must do so in a manner consistent with Magnet Forensics' marketing and trademark requirements, obtainable upon request from Magnet Forensics, and must submit all such proposed marketing activities to Magnet Forensics for approval prior to undertaking such activities.



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Appendix D

MAGNET ATLAS LICENSE

If Your Order indicates that You are licensing Magnet ATLAS then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

- 1 License Grant (This section shall replace section 2.1 of the End User License Agreement).**
 - 1.1 License. Subject to Your payment of all applicable fees, Magnet Forensics hereby grants You for the license term stated in Your Order a non-exclusive, revocable, non-transferable license, for the limited number of Users identified in Your Order to use the Software for Your internal business purposes in accordance with the terms set forth in this Agreement and the Documentation.
- 2 Section 2.3 of the End User License Agreement is deleted as non-applicable.**
- 3 Section 2.11 of the End User License Agreement is deleted as non-applicable.**
- 4 On Premise Loaned Equipment (This section shall be inserted in the End User License Agreement after Section 3 Beta Software).**
 - 4.1 Loaned Equipment. If identified in Your Order, the Software shall be installed on hardware loaned from Magnet Forensics and stored at Your premises. Title to the loaned equipment shall remain with Magnet Forensics. Magnet Forensics shall provide maintenance services to ensure the Software operates on the loaned equipment in accordance with specifications in the Documentation, however, You shall be responsible for the full cost of repair or replacement of the loaned equipment that is damaged, lost, confiscated, or stolen from the time You assume custody until it is returned to Magnet Forensics. If the loaned equipment is lost, stolen or damaged, You agree to promptly notify Magnet Forensics. At the expiry of the license term stated in Your Order or earlier termination of this Agreement in accordance with the terms herein, You shall return the loaned equipment to Magnet Forensics in as good a condition as when received by You, except for reasonable wear and tear. Except as specifically stated herein and the Documentation, Magnet Forensics disclaims all representations and warranties associated with the loaned equipment and any use thereof, including any warranty of fitness for a particular purpose.
- 5 Support. (This section shall replace section 5.1 of the End User License Agreement).**
 - 5.1 Support. During the license term stated in Your Order, Magnet Forensics shall provide support and maintenance services, including upgrades and updates to the Software. All such support shall be subject to Magnet Forensics' Support Terms and Conditions, which may be found at <http://www.magnetforensics.com/legal/> . If You contact Magnet Forensics for support or opt-in to send diagnostics or other technical information to Magnet Forensics through email or tools provided by Magnet Forensics for such purposes, You agree that: (a) the information the disclosing party discloses to the receiving party may be confidential information that the receiving party agrees to keep in strict confidence; and (b) Magnet Forensics may collect technical information like Software version number, Software usage information, operating system and environment information, and list of installed applications that may be helpful for the diagnostics purposes. Such information will be used for the purposes of support, software updates, and improvement of the Software in accordance with Magnet Forensics' Privacy Policy. You acknowledge and agree that calls and emails with Magnet Forensics and its service providers may be recorded or logged for training, quality assurance, customer service and reference purposes. If Magnet Forensics provides You with any upgrades or updates to the Software, such upgrades or updates shall be subject to the terms



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and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates.



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Appendix E

AXIOM CYBER LICENSE

If Your Order indicates that You are licensing AXIOM Cyber, then the End User License Agreement is amended in accordance with the terms included in this Appendix which shall apply to Your use of the Software. For clarity, if there is an inconsistency between the End User License Agreement and this Appendix, the terms of this Appendix shall prevail.

1 License Grant (This section shall replace section 2.1 of the End User License Agreement).

License. Magnet Forensics hereby grants to You a non-exclusive, revocable, non-transferable license to use the Software in accordance with Your Order. You may provide access to or use of the "Portable Case" functionality within the Software to third parties provided: (a) only one instance of the "Portable Case" functionality within the Software is in use at any time by any such third parties; (b) such third parties must agree that their use of the "Portable Case" functionality within the Software is governed by the terms of this Agreement or substantially similar terms of use and (c) You must pay the applicable "Portable Case" license fees identified in Your Order, if any.

1.1 Machine Key Licensing. If Your Order indicates "Machine Key/Fixed" then the Software is subject to a license fee that is calculated per hardware machine or hardware unit (a "**Machine**"). For a "Machine Key" license You are solely permitted to use the Software on the Machine on which such Software is first installed.

1.2 Dongle Licensing. If Your Order indicates "Dongle/Floating" the Software is subject to a license fee that is calculated per USB device provisioned with the Software (a "**Dongle**"). For a Dongle license You are solely permitted to use the Software on the Machine that the Dongle is connected to.

Software license grants shall be for that term set out in the Order or if no term is set out therein then the foregoing license grant shall be perpetual. If You are acquiring the Software on a term license, subscription basis or as part of a free trial, then the license rights set out above apply only for the time period identified in Your Order or for the time period authorized by Magnet Forensics, as the case may be.



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Appendix F

HOSTED DEPLOYMENT

1. If identified in Your Order, Magnet Forensics shall facilitate hosting the Software at a third-party site and granting You access to the Software during the license term stated in Your Order via a standard internet interface. You acknowledge that Magnet Forensics utilizes a third-party provider to host and provide access to the Software and as such Your use and access to the Software shall be subject to the terms of service from the third-party provider (including availability, data disclosure, service levels, termination rights, and acceptable use requirements). You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all transmitted data processed by the Software. Magnet Forensics shall endeavour to provide industry-standard secure data transmission channels for use by You to upload, enter or transmit data to the Software, for example using HTTPS protocol. However, despite such efforts, You acknowledge and understand that Your data may be accessed by unauthorized persons when communicated across the internet, network communications facilities, telephone or other electronic means. Magnet Forensics is not responsible for any of Your data which may be accessed by the third-party provider and/or delayed, lost, altered, intercepted or stored during the transmission across public networks. You agree to comply with all applicable laws and regulations, including, without limitation, those relating to import, export, and privacy in accessing and using the third-party provider site. You agree that Magnet Forensics is not responsible for any interference with Your use of or access to the Software or security breaches arising from or attributable to the Internet and/or the third party provider and You waive all claims against Magnet Forensics in connection therewith. You must defend and indemnify Magnet Forensics with respect to any amounts required to be paid to a third party, and all costs, expenses, and liability, including without limitation legal fees, arising from Your use of any such third-party provider site, including, without limitation, any data You may transfer, process, or store on such third-party provider site. Magnet Forensics reserves the right, at Your expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with Magnet Forensics, at Your expense, in asserting any available defences.
2. ANY SUCH HOSTING, HOSTED ENVIRONMENT AND/OR RELATED SERVICES PROVIDED BY MAGNET FORENSICS IS PROVIDED TO YOU "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. MAGNET FORENSICS DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO SUCH HOSTING, HOSTED ENVIRONMENT AND/OR RELATED SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED ACCESS, SERVICE LEVEL COMMITMENTS, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL MAGNET FORENSICS BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE HOSTING, THE HOSTED ENVIRONMENT AND/OR RELATED SERVICES.



AGREEMENT TO AMEND THE END USER LICENSE AGREEMENT

THIS AGREEMENT TO AMEND the End User License Agreement ("**Amending Agreement**") between MAGNET FORENSICS USA INC. ("**Magnet Forensics**") and BOONE COUNTY SHERIFF'S DEPARTMENT ("**Company**") is effective as of August 31, 2020 ("**Effective Date**").

WHEREAS, Company is licensing certain software from Magnet Forensics as identified in Q-128245-1 ("**Software**");

AND WHEREAS, Company has requested specific amendments to the End User License Agreement of Magnet Forensics ("**EULA**") located at <https://www.magnetforensics.com/legal/>.

NOW THEREFORE, in consideration of proceeding with purchasing the license and the covenants herein contained, the adequacy of which is hereby acknowledged by each of Company and Magnet Forensics, Company and Magnet Forensics agree to amend the EULA in accordance with the terms of this Amending Agreement.

1. Sections 2.3, 9.1, 12.2, 13.2, 13.3, and 16 of the EULA are hereby deleted and replaced in their entirety by the following sections, numbered respectively:

2.3. **Functionality.** You acknowledge that use of the Software may result in Your collection of information obtained from third parties, that such third party information is not under the control of Magnet Forensics, and Magnet Forensics is not responsible or in any way liable for the performance and non-performance of the Software to collect such third party information, including without limitation the accuracy, completeness, interpretation, reliability, copyright compliance, legality, decency, or any other aspect of such third party information. It is solely Your responsibility to evaluate the accuracy, completeness, interpretation, and usefulness of the collection of any such third-party information. Magnet Forensics has no special relationship with or fiduciary duty to You, and You acknowledge that Magnet Forensics has no control over, and no duty to take any action regarding any of Your acts or omissions, including without limitation: (a) what information and material You access through the Software; (b) how You may interpret or use the information and materials accessed through the Software; or (c) what actions You may take as a result of having been exposed to information and materials obtained through the Software.

9.1. **Indemnification.** [Deleted]

12.2 **Compliance with Laws/Export.** You will not use, import, export, or re-export the Software except in compliance with all applicable laws, which shall include refraining from exporting to any person or country that is on any U.S. or Canadian export control list unless You have a valid and applicable permit to do so. You hereby represent that You will not use the Software in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity.

13.2 **Governing Law.** This Agreement, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by and construed under the laws of the State of Missouri, excluding any body of law governing conflicts of laws. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the jurisdiction of the courts in the State of Missouri.

13.3 **Arbitration.** [Deleted]

16. **Jurisdiction Specific Terms.** [Deleted]



AGREEMENT TO AMEND THE END USER LICENSE AGREEMENT

2. Appendix C (Consultant License) of the EULA is hereby deleted in its entirety.
3. Section 1 of Appendix F (Hosted Deployment) of the EULA is hereby deleted in its entirety and replaced with the following:
 1. If identified in Your Order, Magnet Forensics shall facilitate hosting the Software at a third-party site and granting You access to the Software during the license term stated in Your Order via a standard internet interface. You acknowledge that Magnet Forensics utilizes a third-party provider to host and provide access to the Software and as such Your use and access to the Software shall be subject to the terms of service from the third-party provider (including availability, data disclosure, service levels, termination rights, and acceptable use requirements). You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all transmitted data processed by the Software. Magnet Forensics shall endeavour to provide industry-standard secure data transmission channels for use by You to upload, enter or transmit data to the Software, for example using HTTPS protocol. However, despite such efforts, You acknowledge and understand that Your data may be accessed by unauthorized persons when communicated across the internet, network communications facilities, telephone or other electronic means. Magnet Forensics is not responsible for any of Your data which may be accessed by the third-party provider and/or delayed, lost, altered, intercepted or stored during the transmission across public networks. You agree to comply with all applicable laws and regulations, including, without limitation, those relating to import, export, and privacy in accessing and using the third-party provider site. You agree that Magnet Forensics is not responsible for any interference with Your use of or access to the Software or security breaches arising from or attributable to the Internet and/or the third party provider and You waive all claims against Magnet Forensics in connection therewith.
4. The foregoing amendment(s) to the EULA shall be applicable only to: (a) the Software, and (b) the software and transactions set forth in any other purchase orders or quotations that specifically reference this Amending Agreement as being applicable and that are expressly accepted in writing by both Company and Magnet Forensics. For greater certainty, the foregoing shall not require Magnet Forensics to reference this Amending Agreement in any future quotations to Company, nor to accept the applicability of this Amending Agreement to any future purchase order or like document offered by Company.
5. Except as expressly modified by this Amending Agreement, all terms and conditions of the EULA shall continue in full force and effect and are hereby incorporated herein by this reference. To the extent of any conflict between this Amending Agreement and the EULA, the terms and conditions of this Amending Agreement shall prevail. Neither this Amending Agreement nor the EULA may be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties.



**AGREEMENT TO AMEND THE
END USER LICENSE AGREEMENT**

6. This Amending Agreement may be signed in two or more identical counterparts each of which will be deemed to be an original and all of which together will constitute one and the same instrument. Signing of this Amending Agreement and transmission as an attachment by email shall be acceptable and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties executed this Amending Agreement on the date(s) set out below. Each party represents and warrants that its respective signatory is duly authorized to execute this Amending Agreement on its behalf.

MAGNET FORENSICS USA INC.

BOONE COUNTY SHERIFF'S DEPARTMENT

Per: DocuSigned by:
Adam Belsker
FDBB94EB072E43A...
Name: _____
Title: CEO
Date: 9/29/2020

Per: DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Name: Daniel Atwill
Title: Presiding Commissioner
Date: 10/2/2020

4/57-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the 8th day of October 2020

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 Sourcewell Contract 080818-HPI – Snow and Ice Handling Equipment, Supplies, and Accessories by the Road & Bridge Department to purchase snow and ice control equipment, products, and maintenance services from Henderson Products, Inc.

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 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: September 24, 2020
RE: Cooperative Contract: Sourcewell Contract 080818-HPI – Snow and Ice Handling Equipment, Supplies, and Accessories

Road & Bridge requests permission to utilize the Sourcewell Contract *080818-HPI – Snow and Ice Handling Equipment, Supplies, and Accessories* to purchase snow and ice control equipment, products, and maintenance services from Henderson Products, Inc.

This is a term and supply contract that has an initial term ending October 29, 2022. An optional renewal term would extend the contract through October 29, 2023.

Invoices will be paid from department 2040 – RB Maintenance Operations, account 60200 – Equipment Repairs/Maintenance.

cc: Greg Edington, RB
Contract File

**PURCHASE AGREEMENT FOR
SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES
TERM AND SUPPLY**

THIS AGREEMENT dated the 8th day of October 2020, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County," and **Henderson Products, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for a term and supply contract to furnish Snow and Ice Truck Equipment and Turnkey Truck Solutions in compliance with all contract documents issued for the Sourcewell, formerly National Joint Power Alliance (NJPA) contract **080818-HPI** and Boone County Missouri Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of any conflict between any of the foregoing documents, this Purchase Agreement and Boone County - Missouri Standard Terms and Conditions 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 snow and ice truck equipment and turnkey truck solutions at the discounts detailed on the attached *Sourcewell Contract Agreement 080818-HPI* as needed and ordered by the County.

3. Contract Duration - This agreement shall commence on **the date written above and extend through October 29, 2022** subject to the provisions for termination specified below and may be extended by the County for one (1) additional one-year period.

4. For Fixed Asset Tracking - Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. Delivery - Vendor agrees to deliver equipment as set forth in the bid documents and within 30 days after receipt of order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

6. Billing and Payment - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. 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.

7. 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.

8. Governing Law - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

9. **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.

10. **Termination** - This agreement may be terminated by either party upon thirty days advance written notice.

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

HENDERSON PRODUCTS, INC.

DocuSigned by:
By Tim Bruemmer
B7B976AE04034B2...
Title Regional Sales Representative

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

DocuSigned by:
J. Johnson
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by TF
County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Jane E. Proffitt by sig. No. Encumbered Payment
Signature 10/2/2020 Date 2040/60200 - Term & Supply Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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 Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **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.
18. **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.



Henderson #080818-HPI

Pricing for contract #080818-HPI offers Sourcewell participating agencies the following discounts:

- 10% discount on products and services
- 21-36% discount on turnkey base packages – due to the complex nature of the customized turnkey packages, please contact Henderson for a quote.

Fleets such as departments of transportation and other municipal agencies may qualify for an additional discount based on volume purchases.

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-HPI

Proposer's full legal name: Henderson Products Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz

70144D620E604E3...

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

3F75ED2BA547446

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-HPI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name HENDERSON PRODUCTS INC.

Authorized Signatory's Title DIRECTOR OF FINANCE

David Westergaard
VENDOR AUTHORIZED SIGNATURE

DAVID WESTERGAARD
(NAME PRINTED OR TYPED)

Executed on OCT. 29, 2018

Sourcewell Contract # 080818-HPI

Form C

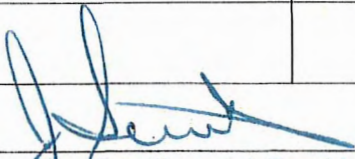
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: **Henderson Products Inc**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | Sourcewell ACCEPTS |
|--------------|-----------------------------------|-----------|--------------------|
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Proposer's Signature: 
 Jon Sievert | President

Date: August 6, 2018

Sourcewell's clarification on exceptions listed above:

No exceptions noted.



**Contract Award
RFP #080818**



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: **Henderson Products Inc**

Date: **August 6, 2018**

Company Address: **1085 South 3rd Street**

City: **Manchester**

State: **IA**

Zip: **52057**

CAGE Code/DUNS: **CAGE: 1MRQ9 DUNS: 068407266**

Contact Person: **Jon Sievert**

Title: **President**

Authorized Signature: _____

Jon Sievert | President

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-HPI

Proposer's full legal name: Henderson Products Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz

701440020E004E9...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

3F75E028A64744B...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-HPI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name HENDERSON PRODUCTS INC.

Authorized Signatory's Title DIRECTOR OF FINANCE

David Westergaard

VENDOR AUTHORIZED SIGNATURE

DAVID WESTERGAARD

(NAME PRINTED OR TYPED)

Executed on OCT. 29, 2018

Sourcewell Contract # 080818-HPI

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Henderson Products Inc

Address: **1085 South 3rd Street**

City/State/Zip: **Manchester, IA 52057**

Telephone Number: **tollfree: 800-359-4970 direct: 563-927-2828**

E-mail Address: **jsievert@hendersonproducts.com**

Authorized Signature: _____

Authorized Name (printed): **Jon Sievert**

Title: **President**

Date: **August 6, 2018**

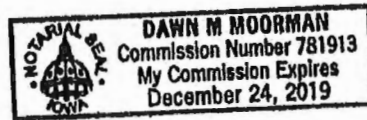
Notarized

Subscribed and sworn to before me this **6th** day of **August**, 2018

Notary Public in and for the County of Delaware State of Iowa

My commission expires: 12/24/2019

Signature: Dawn M Moorman



Form F_Proposer Assurance of Compliance

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: **Henderson Products Inc**

Questionnaire completed by: **Glenn Beck | VP Sales**

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Cash in Advance or net 30 days after shipment of product or completed truck

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Henderson does not have a leasing program. However, Henderson will consider Sourcewell members with financing requirements outside our normally offered terms and conditions.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Sourcewell Members will be provided a quote from the Sourcewell contract. The Sourcewell Member will issue purchase order directly to Henderson or an authorized Henderson dealer trained to sell the Sourcewell contract. Henderson will process PO from either Sourcewell Member or Dealer into a Customer Order. A line item on the Customer Order will indicate the order is related to the Sourcewell contract. Product and upfitting services will be invoiced when products or completed trucks are shipped. All purchase orders, customer orders and invoices are recorded in a Sourcewell Sales Report to track sales activity and administration fees. All documents are retained for audit purposes. Please refer to EXHIBIT F Form P Q#3 Order Process Flowchart.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Henderson does accept P-card and credit card payments for small purchases classified as \$2,000 or less per total order. Large purchases classified as greater than \$2,000 per total order require check or money order.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Henderson warrants its products to be free from defects in material or workmanship for a period of 12 months after delivery to the original user or 18 months after factory invoice, whichever occurs first.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Product will be covered under warranty for 12 months from the date it is put into service.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

YES

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

Henderson will provide warranty coverage/service across the United States and Canada

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

YES

- What are your proposed exchange and return programs and policies?

The customer is required to contact our Technical Services & Warranty department at 1-800-359-4970 to obtain an RGA (Returned Goods Authorization) form. All products or parts authorized for return must have the RGA number on all shipping documents and parts labels. Returned parts are evaluated by the Technical Services & Warranty department as to their disposition. Credit will be issued to the customer within 10 business days of receipt of returned product or parts if defect or reason for return is deemed within the warranty policy.

Please refer to [Exhibit G.1 Henderson Warranty Policy](#)

Please refer to [Exhibit G.2 Henderson Warranty Procedure including RGA \(Returned Goods Authorization\)](#)

- 6) Describe any service contract options for the items included in your proposal.

Henderson does not offer service contract options at this time; however a service contract program is under consideration. When Henderson adopts a service contract program, a PnP will be submitted to Sourcewell.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Henderson Products is providing municipal snow and ice control application and maintenance equipment. Products and services include dump bodies, snowplows, combination bodies, aggregate spreaders, liquid application products, wing systems, installation/upfitting services. Henderson is also offering complete turnkey packages including the chassis.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The submitted [Henderson Turnkey Package Pricing workbook](#) shows the Sourcewell members discounted price for the each full turnkey package.

The submitted [Henderson Products and Services price list](#) will be discounted by 10% to the Sourcewell member. Additional discounts may be considered for volume orders.

Henderson Products' sales team and dealers use a quote configurator to price customized features and options for Henderson snow and ice products and services to meet their customer's needs. We are able to offer an extensive list of dimensions, material and options through this configurator. Dependencies are built into our configurator tool to ensure compatibility with the materials and options they select. The price list we are providing does not include these dependencies; however, shows pricing for each of the identified features and options for Sourcewell documentation.

Any feature or option requested by a Sourcewell Member that is not depicted on these pricing pages is considered non-standard options. These requests will be valued utilizing the 'cost plus a percentage' pricing methodology.

Henderson Products Inc considers Sourced Products/Services (or Open Market Goods) as unique whole goods products or services that are not offered anywhere within the Henderson catalog of products or services. Examples of such goods and services and are not limited to are: hooklifts, aluminum dump body, side-dump dump body, cameras, lighting systems, and hydraulic systems. Requests for pricing of these Sourced Products/Services will require quotes from suppliers and pricing to Sourcewell Member will be valued utilizing the 'cost plus a percentage' pricing methodology.

Henderson Products Inc partners with States (Department of Transportation, Highway Administrations, Turnpikes and Offices of General Services) adopting ancillary contracts to Henderson's Sourcewell contract to provide sole source of products and services. Due to the distinctive nature of State-related product and service specifications, Henderson designs and engineers products to meet their specifications. Pricing is valued utilizing the 'cost plus a percentage' pricing methodology.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The submitted Henderson Turnkey Package price list shows the Sourcewell members discounted price for the each full turnkey package.

The submitted Henderson Products and Services price list will be discounted by 10% to the Sourcewell member. Additional discounts may be considered for volume orders.

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.**
- d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Fleets such as departments of transportation and other municipal agencies may qualify for an additional discount based on volume purchases.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Henderson Products Inc considers Sourced Products/Services (or Open Market Goods) as unique whole goods products or services that are not offered anywhere within the Henderson catalog of products or services. Examples of such goods and services, and are not limited to, include: hooklifts, aluminum dump body, side-dump dump body, cameras, lighting systems, and hydraulic systems. Requests for pricing of these Sourced Products/Services will require quotes from suppliers and pricing to Sourcewell Member will be valued utilizing the 'cost plus a percentage' pricing methodology.

Any feature or option requested by a Sourcewell Member that is not depicted on our pricing pages is considered non-standard options. These requests will be valued utilizing the 'cost plus a percentage' pricing methodology.

Henderson Products Inc partners with States (Department of Transportation, Highway Administrations, Turnpikes and Offices of General Services) adopting ancillary contracts to Henderson's Sourcewell contract to provide sole source of products and services. Due to the distinctive nature of State-related product and service specifications, Henderson designs and engineers products to meet their specifications. Pricing is valued utilizing the 'cost plus a percentage' pricing methodology.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Not applicable

14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.

Freight is not included in any of our pricing. There are many options available to the customer such as; customer pick up, completed product or truck delivery to a customer, and customer supplied freight carrier account. Henderson will provide a freight cost quote to destination if required by the Sourcewell member.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

There are many options available to the customer such as; customer pick up, completed product or truck delivery to a customer, and customer supplied freight carrier account.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Henderson has negotiated industry best rates with all of our carriers. We use state-of-the-art methods to schedule and track shipments. Henderson also offers drive-away services for completed truck equipment installations on chassis.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

All Sourcewell Members will be provided a quote utilizing the Sourcewell contract. Our pricing model is based on configured products; therefore, the initial creation of a quote will indicate the quote is selected from the Sourcewell contract and will include the Sourcewell Member number. All quotes containing this information that generate Sourcewell Member purchase orders are assigned a file folder number and recorded in an excel workbook titled Sourcewell Sales and managed by the Contract Administration team. Documentation related to quotes, purchase orders, customer orders and invoices are gathered and recorded by the Contract Administration team. When an order is invoiced, the Sourcewell Sales report is updated and the applicable Sourcewell administrative fee is calculated. The Sourcewell Sales report is the foundation for the Sourcewell quarterly Vendor Report and the remittance of the quarterly administration fees. All documentation is filed by

the assigned file folder number and retained for audit purposes and is the responsibility of the Contract Administration team.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Henderson's proposed administrative fee of 2% applies for all products and services as depicted on the Henderson Products and Services Price List. In addition, Henderson will pay the 2% administrative fee for all products and services sold and identified as Sourced Market, Non Standard Features and Options, as well as State-Specific products sold on ancillary State contracts adopting the Henderson Sourcewell contract.

Sourcewell will be paid \$1000 for each chassis and must be sold with Henderson base equipment as identified on the Henderson Turnkey Package Price List. Any additional "Henderson products and services" selected with a chassis sale, above and beyond the stated base models, are subject to the 2% administration fee as described in the above paragraph.

Industry-Specific Questions

19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

Henderson utilizes six (6) strategically located Installation and Distribution Centers (IDC) that provide service and parts support. An extensive parts inventory is maintained at each location. Technical support is provided both on-line and by our toll-free number (800-359-4970). Henderson integrates into each installation, the Henderson "Power Plus" power distribution panel to simplify and standardize installation wiring for ease of identification when troubleshooting lighting, control circuits and other electronic accessories. Field service and repair support is provided by our Installation and Distribution Centers or Henderson dealer depending on customer location.

20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Henderson provides an integrated turnkey solution specializing in the design, manufacture and up-fit of multi-purpose equipment for heavy duty work trucks utilized in snow and ice control operations. Henderson is unique in that it designs and manufactures the bodies, plows, wing systems, spreaders and liquid application equipment it installs on the chassis. More than 1000 chassis per year are upfit at Henderson's six (6) installation locations. Henderson has design and continuous improvement engineering staff located at our Installation Centers and Manufacturing Plant to provide a high quality, engineered-to-chassis equipment product and installation. Henderson has developed strong strategic relationships with our key industry suppliers and chassis OEM partners to improve equipment and installation integration and lead-times. Henderson has strived to improve its lead-times for both stand alone equipment and completed chassis turnkey to less than 60 days.

21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.

Henderson is a long term NTEA (since 1988) and NTEA MVP member. As an MVP member, Henderson must have 20% or more of our employees certified in welding, installations, machine operations, and hydraulic/electrical installation/repairs. Henderson is registered with the NHTSA

(National Highway Traffic Safety Administration) and provides certification documentation by chassis Vin number as a final stage manufacturer.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Henderson continues to innovate our products. Testimony to the longevity and reliability of our products would be larger fleet customers that have long term purchase through renewal of long term contracts; customers include: Virginia DOT, Maryland State Highway, Kansas Turnpike, Colorado DOT, Missouri DOT, Utah DOT and West Virginia State Highway.

Henderson was the first company to manufacture stainless steel dump bodies on a production basis. Corrosion is a major issue on equipment in a snow and ice control application. Stainless Steel prevents corrosion and increases the longevity of bodies on chassis used in a snow and ice control application. Stainless Steel is now utilized in more than 50% of Henderson dump and combination bodies.

Signature: 

Date: **August 6, 2018**

Jon Sievert | President
Form P_Proposer Questionnaire



SourcewellSM
Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL
for the procurement of
SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

RFP Opening
| AUGUST 9, 2018 |
8:30 a.m. Central Time
At the offices of
Sourcewell
202 12th Street Northeast, Staples, MN 56479

RFP #080818

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #080818 SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning June 21, 2018. Details may be obtained by letter of request to Kim Austin, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until August 8, 2018 at 4:30 p.m. Central Time at the above address and opened August 9, 2018 at 8:30 a.m. Central Time.

RFP Timeline

- June 21, 2018** **Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.**
- July 26, 2018
10:00 a.m. CT** **Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
- August 1, 2018** **Deadline for RFP questions.**
- August 8, 2018
4:30 p.m. CT** **Deadline for Submission of Proposals. Late responses will be returned unopened.**
- August 9, 2018
8:30 a.m. CT** **Public Opening of Proposals.**

Direct questions regarding this RFP to: Kim Austin at kim.austin@sourcewell-mn.gov or 218-895-4161.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's Sourcewell contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 Sourcewell advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon’s Daily Journal of Commerce, South Carolina’s The State and Utah’s Salt Lake Tribune; 3) on Sourcewell’s website; and 4) on other third-party websites deemed appropriate by Sourcewell. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 Sourcewell also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT SOURCEWELL

3.1 Sourcewell, formerly the National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, Sourcewell facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which Sourcewell Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of Sourcewell cooperative procurement contracts can be found at www.sourcewell-mn.gov.

3.3 Sourcewell is a public agency governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell’s Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 Sourcewell cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states “Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties...” This Minnesota Statute allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at www.sourcewell-mn.gov/compliance-legal.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Sourcewell member agencies.

3.6.2 Sourcewell contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 Sourcewell and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by Sourcewell: Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.

3.11 Beyond our primary intent, Sourcewell further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, Sourcewell may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of Sourcewell Members; in other situations, multiple vendors may be in the best interests of Sourcewell and the Sourcewell Members and preferred by Sourcewell to provide the widest array of solutions to meet the member agency's needs. Sourcewell retains sole discretion to determine which approach is in the best interests of Sourcewell Member agencies.

3.13 Non-Manufacturer Awards: Sourcewell reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of Sourcewell and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by Sourcewell, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES.

3.17 Additional Scope Definitions: In addition to SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1** The following equipment, supplies, and accessories for snow and ice handling:

3.17.1.1 Plows, blades, wings, blowers, brooms, spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids, and snow melters;

3.17.1.2 Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification for snow and ice handling; and,

3.17.1.3 Parts, supplies, and accessories, related to the upkeep, repair, or maintenance of the equipment described in §3.17.1.1 or §3.17.1.2 above, such as blade edges, cutting edges, replacement brooms, etc.

3.17.2 A Proposer may elect to offer an equipment-only solution (RFP §3.23.3.1), a turn-key solution (RFP §3.23.3.2), or an alternative solution. Generally a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

3.17.3 Sourcewell reserves the right to limit the scope of this solicitation for Sourcewell and current and potential Sourcewell member agencies.

3.17.3.1 Respondent’s proposal may include no more than an incidental offering of airport-specific snow and ice-handling equipment. Respondent’s primary offerings must be the equipment identified in sub-section 3.17.1 above and designed for other than airport-specific applications.

3.17.3.2 This solicitation should **NOT** be construed to include any of the following:

- a. Equipment, supplies, or accessories intended for sidewalk or walking path snow and ice handling (see Sourcewell RFP #062117)
- b. De-icing or anti-icing supplies and related off-vehicle equipment (e.g., solids, liquids, and off-vehicle solids or liquids mixing and storage equipment);
- c. Salt or sand storage structures;
- d. Skid steers or mini-excavators (see Sourcewell RFP #042815);
- e. Chassis-only solutions (see Sourcewell RFP #081716);
- f. Ag tractors (see Sourcewell RFP #021815).]

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by Sourcewell.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all

applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

3.23 Sole Source of Responsibility- Sourcewell desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. Sourcewell also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: Sourcewell desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: Sourcewell desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of Sourcewell and Sourcewell Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet Sourcewell Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Sourcewell Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At Sourcewell’s option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

3.25.1 Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential Sourcewell Members who choose to utilize this Sourcewell Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer’s Commitment Period: In order to allow Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause Sourcewell to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of Sourcewell Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the Sourcewell member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of Sourcewell and our member agencies within the defined scope of this RFP.

3.37 While Sourcewell does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. Sourcewell may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Only answers issued by written addendum by Sourcewell to questions asked before the deadline for questions are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to Sourcewell. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and Sourcewell.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “Sourcewell, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to Sourcewell at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, Sourcewell's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the Sourcewell form and that the document is readable by Sourcewell.

4.12 The Proposer must ensure that the proposal is in the physical possession of Sourcewell before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening,**" and the deadline for proposal submission. Sourcewell is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly on the Sourcewell website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposers should promptly notify Sourcewell of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by Sourcewell through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES to Kim Austin at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call Kim Austin at 218-895-4161. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission

deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If Sourcewell deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, Sourcewell will create an addendum to this RFP.

4.17 If Sourcewell deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under “Current and Pending Solicitations”) and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to Sourcewell by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer’s names aloud and will determine whether each submission has met Level-1 responsiveness.

I. SOURCEWELL’S RIGHTS RESERVED

4.24 Sourcewell may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to Sourcewell;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. Sourcewell will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 Sourcewell requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$30 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by Sourcewell.

5.3 Regardless of the payment method selected by Sourcewell or an Sourcewell member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all Sourcewell Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by Sourcewell Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's Sourcewell contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 Sourcewell or Sourcewell Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under a Sourcewell contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website), signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.

5.30 Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. Sourcewell understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, Sourcewell may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to Sourcewell Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to Sourcewell or Sourcewell Members. Sourcewell and Sourcewell Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from Sourcewell or the Sourcewell Member.

5.53 Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The Sourcewell proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 Sourcewell uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other

considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success

- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. Sourcewell reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows Sourcewell to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of Sourcewell Members.

6.12 [This section is intentionally blank.]

6.13 Sourcewell reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and Sourcewell will return such products after the evaluation process. Sourcewell may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 Sourcewell reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A “Market Basket” of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. Sourcewell will select the “Market Basket” from all appropriate product categories as determined by Sourcewell.

F. MARKETING PLAN

6.18 A Proposer’s marketing plan is a critical component of the RFP response. An awarded Vendor’s sales force will likely be the primary source of communication with Sourcewell Members and will directly affect the contract’s success. Marketing success depends on communicating the contract’s value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor’s sales teams. Sourcewell reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 Sourcewell marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers’ responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers’ response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an Sourcewell contract to current and potential Members nationwide. Sourcewell desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of Members to use Sourcewell procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.

6.19.7 A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying Sourcewell as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, Sourcewell will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any

required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. Sourcewell does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. Sourcewell does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Sourcewell Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to Sourcewell’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by Sourcewell Members under this Contract, including anything represented to Sourcewell Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer’s response to the RFP. Awarded Vendors must not charge Sourcewell Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of Sourcewell’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While Sourcewell does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 Sourcewell awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with Sourcewell in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 Notwithstanding Sections 6.29.1 and 6.29.4 above, for Members within the State of Texas, pursuant to Texas Stat. §2301, the administrative fee to be proposed shall be a flat fee applicable to each purchase order irrespective of the quantity specified in the purchase order. A typical administrative fee in such cases is \$1,000.00 per purchase order. The fee is to be levied on and paid by the Member.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in Sourcewell’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the “value added” area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many Sourcewell Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 Sourcewell reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between Sourcewell Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under Sourcewell contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by Sourcewell, Sourcewell Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, Sourcewell recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of Sourcewell's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by Sourcewell Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 Sourcewell relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with Sourcewell or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [Sourcewell Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between Sourcewell or an Sourcewell Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment

and credited in full against the Sourcewell purchase price identified in a purchase order issued pursuant to any Awarded Sourcewell procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 Sourcewell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcewell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcewell and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the Sourcewell contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcewell. If the Vendor fails to reasonably address all issues in the written notice, Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

7.17 Sourcewell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of Sourcewell. Such terminations are effective upon written notice from Sourcewell or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 Sourcewell Compliance with Minnesota Procurement Law: Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each Sourcewell Member must make its own determination whether Sourcewell's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern Sourcewell contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. Sourcewell's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the Sourcewell Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered

against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 Sourcewell will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become Sourcewell's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as Sourcewell possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the vendor, Sourcewell Executive Director and Chief Procurement Officer approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Sourcewell Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to Sourcewell and Sourcewell Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by Sourcewell or a Sourcewell Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or

has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the “Uniform Guidance” or “EDGAR”). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address the Member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 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.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as

supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

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

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have 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. Proposers shall 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.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the 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.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer’s personnel for the purpose of interview and discussion relating to such documents.

9 **FORMS**

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Form A

PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person Sourcewell should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer and submit the electronic version of the questions below in Microsoft Word® This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Provide your intent in regards to claiming Evaluation Preference for Environmentally Preferred Purchasing Opportunities in reference to RFP § 6.35.1. Ensure that all documentation supporting this claim is included in your response.
- 31) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 32) Provide your intent in regards to claiming Evaluation Preference for WMBE, Small Business, and Other Favored Businesses in reference to RFP § 6.34.1. Ensure that all documentation supporting this claim is included in your response.
- 33) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 34) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 35) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | Sourcewell ACCEPTS |
|--------------|-----------------------------------|-----------|--------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Proposer's Signature: _____ Date: _____

Sourcewell's clarification on exceptions listed above:

**Contract Award
RFP #080818**



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

| SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES |

In compliance with the Request for Proposal (RFP) for | SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, | the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-XXX

Proposer's full legal name: TBD

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be MM DD, YYYY and will expire on MM DD, YYYY (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 080818-XXX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name _____

Authorized Signatory's Title _____

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 080818-XXX

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

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

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

**Form G****OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

| | | |
|--|-------------|--|
| Conformance to RFP Terms and Conditions | 50 | |
| Financial Viability and Marketplace Success | 75 | |
| Ability to Sell and Deliver Service Nationwide | 100 | |
| Marketing Plan | 50 | |
| Value-Added Attributes | 75 | |
| Warranty | 50 | |
| Depth and Breadth of Offered Products and Related Services | 200 | |
| Pricing | 400 | |
| TOTAL POINTS | 1000 | |

Reviewed by: _____ Its _____

_____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.
- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”
- 20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.
- 21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.
- 22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

| Check when Completed | Contents of Your Bid Proposal | Hard Copy Required Signed and Dated | Electronic Copy Required – Flash Drive or CD |
|----------------------|---|-------------------------------------|--|
| | Form A: Proposer Questionnaire with all questions answered completely | X – signature page only | X |
| | Form B: Proposer Information | | X |
| | Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request | X | X |
| | Form D: Formal Offering of Proposal | X | X |
| | Form E: Contract Acceptance and Award | | X |
| | Form F: Proposers Assurance of Compliance | X | X |
| | Form P: Proposer Questionnaire with all questions answered completely | X – signature page only | X |
| | Certificate of Insurance with \$1.5 million coverage | X | X |
| | Copy of all RFP Addendums issued by Sourcewell | X | X |
| | Pricing for all Products/Equipment/Services within the RFP being proposed | | X |
| | Entire Proposal submittal including signed documents and forms | | X |
| | All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound | | |
| | Package containing your proposal labeled and sealed with the following language: “Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX” | | |
| | Response Package mailed and delivered prior to deadline to: Sourcewell, 202 12 th St NE, PO Box 219 Staples, MN 56479 | | |

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell's Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME:

SOURCEWELL CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services
vices
- Deleting Products/Services
- Price Increase
- Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

| Hawaii County | Idaho County | Oregon County | South Carolina County | Utah County | Washington County |
|--|-----------------------|--|---|--|---|
| Hawaii County | Ada County | Baker County | Abbeville County | Beaver County | Adams County |
| Kauai County | Adams County | Benton County | Aiken County | Box Elder County | Asotin County |
| Mauai County | Bannock County | Central Oregon Intergovernmental Council | Allendale County | Cache County | Benton County |
| Municipality | Bear Lake County | Clackamas County | Anderson County | Carbon County | Chelan County |
| City and County of Honolulu | Benewah County | Clackamas County Service District No. 1 | Bamberg County | Carbondale County | Clallam County |
| Higher Education | Bingham County | Clatsop County | Barnwell County | Davis County | Clark County |
| Hawaii Community College | Columbia County | Columbia County | Beaufort County | Duchesne County | Columbia County |
| Honolulu Community College | Boise County | Coos County | Berkeley County | Duchesne County Special Service District No. 2 | Cowlitz County |
| University of Hawaii | Bonner County | Crook County | Calhoun County | Emery County | Douglas County |
| University of Hawaii Research Corporation | Bonneville County | Curry County | Catawba Regional Council of Governments | Five County Association of Governments | Ferry County |
| Windward Community College | Boundary County | Deschutes County | Central Midlands Council of Governments | Garfield County | Franklin County |
| Education (K-12) | Butte County | Douglas County | Charleston County | Grant County | Garfield County |
| Hanalani Schools | Camas County | Gilliam County | Cherokee County | Iron County | Grant County |
| Kamehameha Schools | Canyon County | Grant County | Chester County | Juab County | Grays Harbor County |
| Special District | Caribou County | Harney County | Chesterfield County | Kane County | Island County |
| Hawaii Community Development Authority | Cassia County | Hood River County | Clarendon County | Millard County | Jefferson County |
| Hawaii Public Housing Authority | Clark County | Jackson County | Colleton County | Morgan County | King County |
| Hawaii Tourism Authority | Clearwater County | Jefferson County | Darlington County | Plute County | King County Directors' Association |
| Honolulu Authority For Rapid Transportation | Custer County | Josephine County | Dillon County | Rich County | Kitsap County |
| Natural Energy Laboratory of Hawaii Authority | Elmore County | Klamath County | Dorchester County | Salt Lake County | Kittitas County |
| State | Franklin County | Lake County | Edgefield County | San Juan County | Klickitat County |
| Hawaii Department of Accounting and General Services | Fremont County | Lane Council of Governments | Fairfield County | Sanpete County | Lewis County |
| Hawaii Department of Finance and Administration | Gem County | Lane County | Florence County | Sevier County | Lincoln County |
| Hawaii Department of Health | Gooding County | Lincoln County | Georgetown County | Summit County | Mason County |
| Hawaii Employer-Union Health Benefits Trust Fund | Idaho County | Linn County | Greenville County | Tooele County | Okanogan County |
| Hawaii Health Systems Corporation | Jefferson County | Malheur County | Greenwood County | Uintah County | Pacific County |
| State Of Hawaii | Jerome County | Marion County | Hampton County | Utah County | Pend Oreille County |
| | Kootenai County | Marion County Housing Authority | Horry County | Wasatch County | Pierce County |
| | Latah County | Morrow County | Jasper County | Washington County | San Juan County |
| | Lemhi County | Multnomah County | Kershaw County | Wayne County | Skagit County |
| | Lewis County | Polk County | Lancaster County | Weber County | Skamania County |
| | Lincoln County | Sherman County | Laurens County | Municipality | Snohomish County |
| | Madison County | Tillamook County | Lee County | Centerfield City | Spokane County |
| | Minidoka County | Umatilla County | Lexington County | City of Alpine City | Stevens County |
| | Nez Perce County | Union County | Lower Savannah Council of Governments | City of American Fork | Thurston County |
| | Oneida County | Walla Walla County | Marion County | City of Aurora | Thurston Regional Planning Council |
| | Owyhee County | Wasco County | Marietta County | City of Ballard | Wahkiakum County |
| | Payette County | Washington County | McCormick County | City of Beaver | Walla Walla County |
| | Power County | Wheeler County | Newberry County | City of Blanding | Whatcom County |
| | Shoshone County | Yamhill County | Oconee County | City of Bluffdale | Whitman County |
| | Teton County | Municipality | Orangeburg County | City of Bountiful | Yakima County |
| | Twin Falls County | City of Adair Village | Pickens County | City of Brigham | Yakima County Public Services |
| | Valley County | City of Adrian | Richland County | City of Castle Dale | Yakima Valley Conference of Governments |
| | Washington County | City of Albany | Saluda County | City of Cedar City | Municipality |
| Municipality | City of Astori | City of Amity | Spartanburg County | City of Cedar Hills | City of Aberdeen |
| City of Aberdeen | City of Arlington | City of Arlington | Sumter County | City of Centerville | City of Airway Heights |
| City of Albion | City of Ashland | City of Ashland | Union County | City of Clearfield | City of Algona |
| City of American Falls | City of Astoria | City of Astoria | Williamsburg County | City of Clinton | City of Anacortes |
| City of Ammon | City of Athena | City of Athena | York County | City of Coalville | City of Arlington |
| City of Arco | City of Aumsville | Municipality | Municipality | City of Colorado City | City of Asotin |
| City of Arimo | City of Aurora | City of Aurora | City of Abbeville | City of Corinne City | City of Auburn |
| City of Ashton | City of Baker City | City of Baker City | City of Aiken | City of Cottonwood Heights | City of Bainbridge Island |
| City of Athol | City of Bandon | City of Bandon | City of Anderson | City of Delta | City of Battle Ground |
| City of Atomic City | City of Banks | City of Banks | City of Barnwell | City of Draper | City of Bellevue |
| City of Bancroft | City of Bay City | City of Bay City | City of Beaufort | City of Duchesne | City of Bellingham |
| City of Bellevue | City of Beaverton | City of Beaverton | City of Belton | City of East Carbon | City of Benton City |
| City of Blackfoot | City of Bend | City of Bend | City of Bennettsville | City of Elk Ridge | City of Bingen |
| City of Bliss | City of Boardman | City of Boardman | City of Bishopville | City of Elmo | City of Black Diamond |
| City of Bloomington | City of Brookings | City of Brookings | City of Camden | City of Enoch | City of Blaine |
| City of Boise | City of Brownsville | City of Brownsville | City of Cayce | City of Enterprise | City of Bonney Lake |
| City of Bommers Ferry | City of Burns | City of Burns | City of Charleston | City of Ephraim | City of Bothell |
| City of Bowll | City of Canby | City of Canby | City of Chesnee | City of Escalante | City of Bremerton |
| City of Buhl | City of Cannon Beach | City of Cannon Beach | City of Chester | City of Eureka | City of Brewster |
| City of Burley | City of Canyonville | City of Canyonville | City of Clemson | City of Fairview | City of Bridgeport |
| City of Caldwell | City of Carlton | City of Carlton | City of Clinton | City of Farmington | City of Brier |
| City of Cambridge | City of Cascade Locks | City of Cascade Locks | City of Columbia | City of Farr West | City of Buckley |
| City of Carey | City of Cave Junction | City of Cave Junction | City of Conway | City of Ferron | City of Burien |
| City of Cascade | City of Central Point | City of Central Point | City of Darlington | City of Fillmore | City of Burlington |
| City of Castleford | City of Chiloquin | City of Chiloquin | City of Denmark | City of Fountain Green | City of Camas |
| City of Challis | City of Clatskanie | City of Clatskanie | City of Dillon | City of Fruit Heights | City of Carnation |
| City of Chubbuck | City of Coburg | City of Coburg | City of Easley | City of Garland | City of Cashmere |
| City of Clayton | City of Columbia City | City of Columbia City | City of Florence | City of Grantsville | City of Castle Rock |
| City of Clifton | City of Condon | City of Condon | City of Folly Beach | City of Green River | City of Centralia |
| City of Coeur d'Alene | City of Coos Bay | City of Coos Bay | City of Forest Acres | City of Gunnison | City of Chehalis |
| City of Council | City of Coquille | City of Coquille | City of Fountain Inn | City of Harrisville | City of Chelan |
| City of Craigmont | City of Cornelius | City of Cornelius | City of Gaffney | City of Heber City | City of Cheney |
| City of Crouch | City of Corvallis | City of Corvallis | City of Georgetown | City of Helper City | City of Chewelah |
| City of Culldesert | City of Cottage Grove | City of Cottage Grove | City of Goose Creek | City of Herriman | City of Clarkston |
| City of Dalton Gardens | City of Cove | City of Cove | City of Greenville | City of Highland | City of Cle Elum |
| City of Dayton | City of Creswell | City of Creswell | City of Greenwood | City of Hildale | City of Clyde Hill |
| City of Deary | City of Culver | City of Culver | City of Greer | City of Holladay | City of Colfax |
| City of Dietrich | City of Dallas | City of Dallas | City of Hanahan | City of Honeyville | City of College Place |
| City of Donnelly | City of Damascus | City of Damascus | City of Hardeeville | City of Hooper | City of Colville |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|--------|-----------------------------|--------------------------|-----------------------------|------------------------------|---------------------------|
| | City of Dover | City of Dayton | City of Hartsville | City of Huntington | City of Connell |
| | City of Downey | City of Dayville | City of Inman | City of Hurricane | City of Cosmopolis |
| | City of Driggs | City of Depoe Bay | City of Isle of Palms | City of Hyde Park | City of Covington |
| | City of Dubois | City of Detroit | City of Johnsonville | City of Hyrum | City of Davenport |
| | City of Eagle | City of Donald | City of Lake City | City of Inns | City of Dayton |
| | City of Eden | City of Drain | City of Lancaster | City of Kamas | City of Deer Park |
| | City of Elk River | City of Dundee | City of Landrum | City of Kanab | City of Des Moines |
| | City of Emmett | City of Dunes City | City of Laurens | City of Kaysville | City of DuPont |
| | City of Fairfield | City of Durham | City of Liberty | City of La Verkin | City of Duvall |
| | City of Fernan Lake Village | City of Eagle Point | City of Loris | City of Layton | City of East Wenatchee |
| | City of Filer | City of Echo | City of Manning | City of Lehi | City of Edgewood |
| | City of Firth | City of Elgin | City of Marion | City of Lewiston | City of Edmonds |
| | City of Franklin | City of Enterprise | City of Mauldin | City of Lindon | City of Electric City |
| | City of Fruitland | City of Estacada | City of Mullins | City of Logan | City of Ellensburg |
| | City of Garden City | City of Eugene | City of Myrtle Beach | City of Manti | City of Elma |
| | City of Genesee | City of Fairview | City of New Ellenton | City of Mapleton | City of Entiat |
| | City of Georgetown | City of Falls City | City of Newberry | City of Marriott-Slaterville | City of Enumclaw |
| | City of Glens Ferry | City of Florence | City of North Augusta | City of Mendon | City of Ephrata |
| | City of Gooding | City of Forest Grove | City of North Charleston | City of Midvale | City of Everett |
| | City of Grace | City of Fossil | City of North Myrtle Beach | City of Midway | City of Ferson |
| | City of Grand View | City of Garibaldi | City of Orangeburg | City of Milford | City of Federal Way |
| | City of Grangeville | City of Gaston | City of Pickens | City of Millville | City of Ferndale |
| | City of Greenleaf | City of Gates | City of Rock Hill | City of Moab | City of Fife |
| | City of Hagerman | City of Gearhart | City of Seneca | City of Mona | City of Fircrest |
| | City of Hailey | City of Gervais | City of Simpsonville | City of Monroe | City of Forks |
| | City of Hansen | City of Gladstone | City of Spartanburg | City of Monticello | City of George |
| | City of Harrison | City of Glendale | City of Sumter | City of Morgan | City of Gig Harbor |
| | City of Hayden | City of Gold Beach | City of Tega Cay | City of Moroni | City of Gold Bar |
| | City of Hazelton | City of Gold Hill | City of Travelers Rest | City of Mt. Pleasant City | City of Goldendale |
| | City of Heyburn | City of Grants Pass | City of Union | City of Murray | City of Grand Coulee |
| | City of Hollister | City of Greenhorn | City of Walhalla | City of Myton | City of Grandview |
| | City of Homedale | City of Gresham | City of Walterboro | City of Naples | City of Granger |
| | City of Hope | City of Haines | City of Wellford | City of Nephi | City of Granite Falls |
| | City of Horseshoe Bend | City of Halfway | City of West Columbia | City of Nibley | City of Harrington |
| | City of Huettner | City of Halsey | City of Westminster | City of North Logan | City of Hoquiam |
| | City of Idaho City | City of Happy Valley | City of Woodruff | City of North Ogden | City of Ilwaco |
| | City of Idaho Falls | City of Harrisburg | City of York | City of North Salt Lake | City of Issaquah |
| | City of Inkom | City of Helix | Town of Allendale | City of Oakley | City of Kaholautau |
| | City of Island Park | City of Heggnner | Town of Andrews | City of Ogden | City of Kalama |
| | City of Jerome | City of Hermiston | Town of Atlantic Beach | City of Orangeville | City of Kelso |
| | City of Juliaetta | City of Hillsboro | Town of Awendaw | City of Orem | City of Kenmore |
| | City of Kamiah | City of Hines | Town of Aynor | City of Panguitch | City of Kennewick |
| | City of Kellogg | City of Hood River | Town of Batesburg-Leesville | City of Park City | City of Kent |
| | City of Kendrick | City of Hubbardton | Town of Bethune | City of Parowan | City of Kettle Falls |
| | City of Ketchum | City of Huntington | Town of Blacksburg | City of Payson | City of Kirkland |
| | City of Kimberly | City of Idanha | Town of Blacksville | City of Perry | City of Kittitas |
| | City of Kooskia | City of Imbler | Town of Blenheim | City of Plain City | City of La Center |
| | City of Kuna | City of Independence | Town of Bluffton | City of Pleasant Grove | City of Lacey |
| | City of Lapwai | City of Irrigon | Town of Blythewood | City of Pleasant View | City of Lake Forest Park |
| | City of Lava Hot Springs | City of Island City | Town of Bowman | City of Price | City of Lake Stevens |
| | City of Lewiston | City of Jacksonville | Town of Branchville | City of Providence | City of Lakewood |
| | City of Mackay | City of Jefferson | Town of Briarcliffe Acres | City of Provo | City of Langley |
| | City of Malad City | City of John Day | Town of Brunson | City of Richfield | City of Leavenworth |
| | City of Marsing | City of Johnson City | City of Calhoun Falls | City of Richmond | City of Liberty Lake |
| | City of McCall | City of Joseph | Town of Cameron | City of River Heights | City of Long Beach |
| | City of McCammon | City of Junction City | Town of Campobello | City of Riverdale | City of Longview |
| | City of Melba | City of Keizer | Town of Central | City of Riverton | City of Lynden |
| | City of Menan | City of King City | Town of Chapin | City of Roosevelt | City of Lynnwood |
| | City of Meridian | City of Klamath Falls | Town of Cheraw | City of Roy | City of Mabton |
| | City of Middleton | City of La Grande | Town of Chesterfield | City of Salem | City of Maple Valley |
| | City of Midvale | City of La Pine | Town of Clio | City of Salina | City of Marysville |
| | City of Moscow | City of Lafayette | Town of Clover | City of Salt Lake City | City of Mattawa |
| | City of Mountain Home | City of Lake Oswego | Town of Cottageville | City of Sandy | City of McCleary |
| | City of Mullan | City of Lakeside | Town of Coward | City of Santa Clara | City of Medical Lake |
| | City of Murtaugh | City of Lebanon | Town of Cowpens | City of Santaquin | City of Medina |
| | City of Nampa | City of Lincoln City | Town of Denmark | City of Saratoga Springs | City of Mercer Island |
| | City of New Meadows | City of Lonerock | Town of Donalds | City of Smithfield City | City of Mesa |
| | City of New Plymouth | City of Lostine | Town of Due West | City of South Jordan | City of Mill Creek |
| | City of Newdale | City of Lowell | Town of Duncan | City of South Ogden | City of Milton |
| | City of Newport | City of Lyons | Town of Eastover | City of South Salt Lake City | City of Monroe |
| | City of Nodus | City of Madras | Town of Edgely | City of South Weber | City of Montesano |
| | City of Orofino | City of Malin | Town of Edisto Beach | City of Spanish Fork | City of Morton |
| | City of Osburn | City of Manzanita | Town of Ehrhardt | City of Spring City | City of Moses Lake |
| | City of Parker | City of Maupin | Town of Elgin | City of Springville | City of Mossyrock |
| | City of Parma | City of McMinnville | Town of Ellore | City of St. George | City of Mountlake Terrace |
| | City of Paul | City of Medford | Town of Estill | City of Sunnyside | City of Moxee |
| | City of Payette | City of Metolius | Town of Eutawville | City of Sunset | City of Mt. Vernon |
| | City of Pierce | City of Mill City | Town of Fairfax | City of Syracuse | City of Mukilteo |
| | City of Pinehurst | City of Millersburg | Town of Ft. Mill | City of Taylorsville | City of Napsawine |
| | City of Plummer | City of Milton-Freewater | Town of Furman | City of Tooele | City of Newcastle |
| | City of Pocatello | City of Milwaukie | Town of Gaston | City of Toquerville | City of Newport |
| | City of Ponderay | City of Molalla | Town of Gifford | City of Tremonton | City of Nooksack |
| | City of Post Falls | City of Monmouth | Town of Gilbert | City of Tropic | City of Normandy Park |
| | City of Pottlatch | City of Monroe | Town of Govan | City of Uintah | City of North Bend |
| | City of Preston | City of Monument | Town of Gray Court | City of Vernal | City of North Bonneville |
| | City of Priest River | City of Moro | Town of Great Falls | City of Washington | City of Oak Harbor |
| | City of Rathdrum | City of Mosier | Town of Greeleyville | City of Washington Terrace | City of Oakville |
| | City of Reubens | City of Mt. Angel | Town of Hampton | City of Wallington | City of Ocean Shores |
| | City of Reuburg | City of Mt. Vernon | Town of Harleyville | City of Walsleyville | City of Okanogan |
| | City of Richfield | City of Myrtle Creek | Town of Heath Springs | City of Wendover | City of Olympia |
| | City of Rigby | City of Myrtle Point | Town of Hemingway | City of West Bountiful | City of Omak |
| | City of Riggins | City of Nehalem | Town of Hilda | City of West Haven City | City of Oroville |
| | City of Ririe | City of Newberg | Town of Hilton Head Island | City of West Jordan | City of Orting |
| | City of Roberts | City of Newport | Town of Hodges | City of West Point | City of Othello |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|--------|--|----------------------------------|------------------------------|---------------------------------------|---|
| | City of Rockland | City of North Bend | Town of Holly Hill | City of West Valley City | City of Pacific |
| | City of Rupert | City of North Plains | Town of Hollywood | City of Willard | City of Palouse |
| | City of Salmon | City of North Powder | Town of Honea Path | City of Woodland Hills | City of Pasco |
| | City of Sandpoint | City of Nysa | Town of Irmo | City of Woodlands Cross | City of Pateros |
| | City of Shelley | City of Oakland | Town of Iva | Town of Alta | City of Pomeroy |
| | City of Shoshone | City of Oakridge | Town of Jackson | Town of Altamont | City of Port Angeles |
| | City of Smelterville | City of Ontario | Town of James Island | Town of Alton | City of Port Orchard |
| | City of Soda Springs | City of Oregon City | Town of Jamestown | Town of Amalgam | City of Port Townsend |
| | City of Spirit Lake | City of Paisley | Town of Jefferson | Town of Annabella | City of Poulsbo |
| | City of St. Anthony | City of Pendleton | Town of Jenkinsville | Town of Antimony | City of Prosser |
| | City of St. Charles | City of Philomath | Town of Johnston | Town of Apple Valley | City of Pullman |
| | City of Stanley | City of Phoenix | Town of Jonesville | Town of Ballard | City of Puyallup |
| | City of Star | City of Pilot Rock | Town of Kershaw | Town of Bear River City | City of Quincy |
| | City of Stites | City of Port Orford | Town of Kiawah Island | Town of Bicknell | City of Rainier |
| | City of Sugar City | City of Portland | Town of Kingstree | Town of Big Water | City of Raymond |
| | City of Sun Valley | City of Powers | Town of Lake View | Town of Boulder | City of Redmond |
| | City of Tensed | City of Prairie City | Town of Lamar South Carolina | Town of Brian Head | City of Renton |
| | City of Tetonia | City of Prineville | Town of Lane | Town of Bryce Canyon City | City of Republic |
| | City of Troy | City of Rainier | Town of Latta | Town of Cannonville | City of Richland |
| | City of Twin Falls | City of Redmond | Town of Lexington | Town of Castle Valley | City of Ridgefield |
| | City of Ucon | City of Reedsport | Town of Lincolnville | Town of Cedar Fort | City of Riverville |
| | City of Victor | City of Richland | Town of Little Mountain | Town of Centerfield | City of Rock Island |
| | City of Wallace | City of Riddle | Town of Lockhart | Town of Central Valley | City of Roslyn |
| | City of Weippe | City of Rockaway Beach | Town of Lyman | Town of Circleville | City of Roy |
| | City of Weiser | City of Rogue River | Town of Lynchburg | Town of Clarkston | City of Royal City |
| | City of Wendell | City of Roseburg | Town of Mayesville | Town of Clawson | City of Sammamish |
| | City of Weston | City of Rufus | Town of McBee | Town of Cleveland | City of SeaTac |
| | City of White Bird | City of Salem | Town of McClellanville | Town of Cornish | City of Seattle |
| | City of Wilder | City of Sandy | City of Daniel | Town of Deweyville | City of Sedro-Woolley |
| | City of Winchester | City of Scappoose | Town of McCormick | Town of Deweyville | City of Selah |
| | Higher Education | City of Scio | Town of Meggett | Town of Eagle Mountain | City of Sequim |
| | Boise State University | City of Scotts Mills | Town of Moncks Corner | Town of Elmo | City of Shelton |
| | College of Southern Idaho | City of Seaside | Town of Mt. Pleasant | Town of Elinore | City of Shoreline |
| | College of Western Idaho | City of Seneca | Town of Neeses | Town of Elwood | City of Snohomish |
| | Eastern Idaho Technical College | City of Shady Cove | Town of New Ellenton | Town of Emery | City of Snoqualmie |
| | Idaho Division of Professional Technical Education | City of Sheridan | Town of Nichols | Town of Fairfield | City of Soap Lake |
| | Idaho State University | City of Sherwood | Town of Ninety Six | Town of Francis | City of South Bend |
| | Lewis-Clark State College | City of Siletz | Town of Norris | Town of Garden City | City of Spokane |
| | North Idaho College | City of Silverton | Town of North | Town of Genola | City of Spokane Valley |
| | University of Idaho | City of Sisters | Town of Norway | Town of Glendale | City of Sprague |
| | Education (K-12) | City of Sodaville | Town of Olanta | Town of Glenwood | City of Stanwood |
| | Aberdeen School District No. 58 | City of Spray | Town of Pacolet | Town of Goshen | City of Stevenson |
| | Arbon Elementary School District No. 383 | City of Springfield | Town of Pageland | Town of Hanksville | City of Sultan |
| | Avery School District | City of St. Helens | Town of Pamplico | Town of Hatch | City of Sumas |
| | Basin School District No. 72 | City of St. Paul | Town of Patrick | Town of Henefer | City of Sumner |
| | Bear Lake County School District No. 33 | City of Starbuck | Town of Pawleys Island | Town of Sunnyvale | City of Sunnyside |
| | Bear Lake School District No. 33 | City of Stayton | Town of Pelton | Town of Hideout | City of Tacoma |
| | Blackfoot School District No. 55 | City of Sublimity | Town of Pelzer | Town of Hinckley | City of Tekoa |
| | Blaine County School District No. 61 | City of Sumpter | Town of Pendleton | Town of Holden | City of Tenino |
| | Bliss Joint School District No. 234 | City of Sutherlin | Town of Perry | Town of Howell | City of Tieton |
| | Bonneville Joint School District No. 93 | City of Sweet Home | Town of Port Royal | Town of Huntsville | City of Toledo |
| | Boundary County School District No. 101 | City of Talent | Town of Prosperity | Town of Joseph | City of Tonasket |
| | Brunseau-Grand View Joint School District | City of Tangent | Town of Ravenel | Town of Junction | City of Toppenish |
| | Buhl Joint School District No. 412 | City of The Dalles | Town of Reidville | Town of Kanarrville | City of Tukwila |
| | Butte County Joint School District No. 111 | City of Tigard | Town of Ridge Spring | Town of Kanosh | City of Tumwater |
| | Caldwell School District No. 132 | City of Tillamook | Town of Ridgeland | Town of Kingston | City of Union Gap |
| | Camas County School District No. 121 | City of Toledo | Town of Ridgeville | Town of Koosharem | City of University Place |
| | Cambridge School District | City of Troutdale | Town of Ridgeway | Town of Leeds | City of Vader |
| | Cascade School District No. 422 | City of Tualatin | Town of Saint Matthews | Town of Levan | City of Vancouver |
| | Cassia County Joint School District No. 151 | City of Turner | Town of Saint Stephen | Town of Loa | City of Waitsburg |
| | Castlefjord Joint School District No. 417 | City of Ukiah | Town of Salem | Town of Manila | City of Walla Walla |
| | Challis Joint School District No. 181 | City of Umatilla | Town of Sallee | Town of Mantua | City of Wapato |
| | Clark County School District No. 161 | City of Union | Town of Saluda | Town of Marysville | City of Warden |
| | Coeur d'Alene School District No. 271 | City of Unity | Town of Santee | Town of Meadow | City of Washougal |
| | Cottonwood Joint School District No. 242 | City of Vale | Town of Scranton | Town of Minersville | City of Wenatchee |
| | Council School District No. 13 | City of Veneta | Town of Seabrook Island | Town of New Harmony | City of West Richland |
| | Culdesac Joint School District No. 342 | City of Vernonia | Town of Sellers | Town of Newton | City of Westport |
| | Dietrich School District No. 314 | City of Waldport | Town of Sharon | Town of Ophir | City of White Salmon |
| | Emmett Independent School District No. 221 | City of Wallowa | Town of Six Mile | Town of Orderville | City of Winlock |
| | Filer School District No. 413 | City of Warrenton | Town of Snelling | Town of Paradise | City of Woodinville |
| | Firth School District No. 59 | City of Warsco | Town of Society Hill | City of Paradise | City of Woodland |
| | Fremont County School District No. 215 | City of West Linn | Town of South Congaree | Town of Portage Utah | City of Yakima/Yakima County |
| | Fruitland School District No. 373 | City of Westfir | Town of Springdale | Town of Randolph | City of Yelm |
| | Garden Valley School District | City of Weston | Town of St. George | Town of Redmond | City of Zillah |
| | Genesee Joint School District No. 282 | City of Wheeler | Town of St. Matthews | Town of Rockville | Consolidated Borough of Quil Ceda Village |
| | Glenns Ferry Joint School District No. 192 | City of Willamina | Town of Stuckey | Town of Rocky Ridge | Grays Harbor Council of Governments |
| | Gooding Joint School District No. 231 | City of Wilsonville | Town of Sullivans Island | Town of Rush Valley | Town of Almira |
| | Grace Joint School District No. 148 | City of Winston | Town of Summerton | Town of Scipio | Town of Beaux Arts Village |
| | Hagerman Joint School District No. 233 | City of Wood Village | Town of Summerville | Town of Seefeld | Town of Buxada |
| | Hansen School District No. 415 | City of Woodburn | Town of Summit | Town of Sigurd | Town of Carbonado |
| | Highland Joint School District No. 305 | City of Yachats | Town of Surfside Beach | Town of Springdale | Town of Cathlamet |
| | Homedale School District No. 370 | City of Yamhill | Town of Swansea | Town of Stockton | Town of Clyde Hill |
| | Horseshoe Bend School District No. 73 | City of Yoncalla | Town of Timmonsville | Town of Toquerville | Town of Colton |
| | Idaho Falls School District No. 91 | Town of Bonanza | Town of Trenton | Town of Torrey | Town of Conconully |
| | Independent School District of Boise City | Town of Butte Falls | Town of Turbeville | Town of Trenton | Town of Concrete |
| | Jefferson County School District No. 251 | Town of Canyon City | Town of Ulmer | Town of Tropic | Town of Coulee City |
| | Jerome Joint School District No. 261 | Town of Lakeview | Town of Varnville | Town of Ulinth | Town of Coulee Dam |
| | Joint School District No. 2 | Town of Lewiston | Town of Wagoner | Town of Vernon | Town of Coupeville |
| | Kamiah School District No. 304 | Higher Education | Town of Ward | Town of Vineyard | Town of Creston |
| | Kellogg Joint School District 391 | Blue Mountain Community College | Town of Ware Shoals | Town of Virgin | Town of Cusick |
| | Kendrick Joint School District No. 283 | Central Oregon Community College | Town of West Pelzer | Town of Wales | Town of Darrington |
| | Kimberly School District No. 414 | Chemeketa Community College | Town of West Union | Town of Wallsburg | Town of Eatonville |
| | Kootenai School District No. 274 | Clackamas Community College | Town of Whitmire | Utah Basin Association of Governments | Town of Elmer City |
| | Kuna Joint School District No. 3 | Clatsop Community College | Town of Williamston | Higher Education | Town of Endicott |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
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| | Lake Pend Oreille School District No. 84 Lakeland School District No. 272 Lapwai School District No. 341 Lewiston Independent School District No. 1 Mackay School District No. 182 Madison School District No. 321 Marsh Valley Joint School District No. 21 Marsing Joint School District No. 363 McCall-Donnelly Joint School District No. 421 Meadows Valley School District No. 11 Melba School District No. 136 Middleton School District No. 134 Midvale School District No. 433 Mindoka County School District No. 331 Moscow School District No. 281 Mountain Home School District No. 193 Mountain View School District No. 244 Mullan School District 392 Murtaugh Joint School District No. 418 Nampa Christian Schools Inc. Nampa School District No. 131 New Plymouth School District Nez Perce Joint School District No. 302 North Gem School District No. 149 Notus School District Oneida County School District No. 351 Orofino Joint School District No. 171 Parma School District No. 137 Payette School District No. 371 Plummer-Worley Joint School District No. 44 Pocatello-Chubbuck School District No. 25 Post Falls School District No. 273 Potlatch School District No. 285 Preston Joint School District No. 201 Richfield School District No. 316 Ririe Joint School District No. 252 Rockland School District No. 282 Salmon River Joint School District No. 243 Salmon School District No. 291 Shelley School District No. 60 Shoshone Joint School District No. 312 Snake River School District Soda Springs Joint School District No. 150 South Lemhi School District No. 292 St. Maries Joint School District No. 41 Sugar-Salem Joint School District No. 322 Swan Valley Elementary School District No. 33 Swan Valley School District No. 92 Teton County School District No. 401 Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Vallivue School District No. 139 Vision Charter School District # 463 Wallace School District No. 393 Weiser School District No. 431 Wendell School District No. 232 West Bonner County School District No. 83 West Jefferson School District No. 253 West Side School District No. 202 Whitepine Joint School District No. 288 Wildor School District No. 153 | Columbia Gorge Community College Eastern Oregon University Klamath Community College District Lane Community College Linn-Benton Community College Mt. Hood Community College Oregon Coast Community College Oregon Department of Community Colleges and Workforce Developm Oregon Health and Science University Oregon Institute of Technology Oregon State University Oregon State University, Oregon Agricultural Experiment Station Oregon University System Portland Community College Portland State University Reed College Rogue Community College Southern Oregon University Southern Oregon University Family Housing Southwestern Oregon Community College Tillamook Bay Community College Treasure Valley Community College Umpqua Community College University of Oregon Western Oregon University | Town of Williston Town of Winsboro Town of Yemassee Higher Education Aiken Technical College Beaufort Jasper Higher Education Commission Central Carolina Technical College Clemson University Coastal Carolina University College of Charleston Denmark Technical College Florence-Darlington Technical College Francis Marion University Greenville Technical College Horry-Georgetown Technical College Lander University Medical University of South Carolina Midlands Technical College Northeastern Technical College Orangeburg-Calhoun Technical College Piedmont Technical College South Carolina State Board for Technical and Comprehensive Educati South Carolina State University South Carolina Technical College System Spartanburg Community College Technical College of the Lowcountry The Citadel Tri-County Technical College Trident Technical College University of South Carolina University of South Carolina, Aiken University of South Carolina, Upstate Williamsburg Technical College Winthrop University York Technical College | College of Eastern Utah Davis Applied Technology College Dixie Applied Technology College Utah State University Mountainland Applied Technology College Rocky Mountain University of Health Professions Salt Lake Community College Snow College Southern Utah University Tooele Applied Technology College Utah Basin Applied Technology College University of Utah University of Utah Hospitals and Clinics Utah State University Utah System of Higher Education Utah Valley University Weber State University Education (K-12) Alpine School District Beaver County School District Box Elder School District Cache County School District Canyons School District Carbon School District Centro De La Familia De Utah Head Start Program School District Daggett School District Davis School District Duchesne County School District Emery County School District Freedom Preparatory Academy School District Garfield County School District Grand County School District Granite School District Iron County School District Jordan School District Juab School District Kane County School District Lyon County School District Millard School District Morgan School District Mountainland Head Start Program School District Office Murray City School District Nebo School District North Sanpete County School District North Sanpete School District North Summit School District Ogden City School District Park City School District Piute County School District Provo City School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Off Salt Lake City School District San Juan School District Sevier School District South Sanpete School District South Summit School District Suu Head Start Program School District Thomas Edison Charter Schools Tintic School District Tooele County School District Utah Valley School District Wasatch County School District Washington County School District Wayne County School District Weber School District | Town of Fairfield Town of Farmington Town of Friday Harbor Town of Garfield Town of Hamilton Town of Harrah Town of Hatton Town of Hunts Point Town of Index Town of Ione Town of La Conner Town of LaCrosse Town of Lamont Town of Latah Town of Lind Town of Lyman Town of Malden Town of Mansfield Town of Marcus Town of Metlatine Town of Millwood Town of Naches Town of Nespelem Town of Northport Town of Oakesdale Town of Odessa Town of Pe Ell Town of Prescott Town of Reardan Town of Riverside Town of Rockford Town of Rosalia Town of Ruston Town of Skykomish Town of South Cle Elum Town of South Prairie Town of Spangle Town of Springdale Town of St. John Town of Steilacoom Town of Twin Town of Uniontown Town of Wapinitum Town of Waterville Town of Waverly Town of Wilbur Town of Wilkeson Town of Wilson Creek Town of Winthrop Town of Woodway Town of Yacolt Town of Yarrow Point |
| | Special District Ada County Emergency Medical Services District Ada County Highway District Adams County Recreation District Ahsahka Water and Sewer District Albion Highway District Alpine Meadows Water and Sewer District American Falls Free Library District American Falls Housing Authority Atlanta Highway District Avery Water and Sewer District Avondale Irrigation District Bayview Water and Sewer District Bear Lake County Library District Bench Sewer District Bonnehav County Free Library District Big Canyon Fire District Blaine County Housing Authority Blaine County Recreation District Bliss Fire District Boise Basin Library District Boise City/Ada County Housing Authority Boise-Kung Irrigation District Bonnevile County Fire District No. 1 Bunau Valley District Library Bunau Water and Sewer District Buhl Highway District Buhl Rural Fire Protection District Burley Highway District Caldwell Housing Authority Canyon Highway District No. 4 | Education (K-12) Adel School District 21 Adrian School District Aloosa School District No. 7J Amity School District 4J Annex School District 29 Arlington School District No. 3 Arock School District No. 81 Ashland School District No. 5 Ashwood School District Astoria School District No. 1C Athena-Weston School District No. 29RJ Baker School District No. 5J Bandon School District Banks School District No. 13 Beaverton School District No. 48 Bend-La Pine Public Schools Bethel School District Blachly School District 90 Brookings-Harbor School District Canas Valley School District Canby School District No. 86 Cascade School District No. 5 Centennial School District No. 28J Central Curry School District No. 1 Central Linn School District Central Point School District No. 6 Central School District No. 13J Clackamas Education Service District Clatskanie School District No. 6J Clatsop School District No. 53 Columbia Gorge Education Service District Condon School District No. 25J Coos Bay School District No. 9 Coquille School District No. 8 Corbett School District No. 39 Corvallis School District No. 509J Cove School District No. 15 Crane Elementary School District Creswell School District No. 40 Crook County School District Crow-Applegate-Lorane School District No. 66 Culver School District No. 4 Dallas School District No. 2 David Douglas School District No. 40 Dayton School District No. 8 Dayville School District No. 16J Douglas County School District Douglas County School District No. 4 Douglas Education Service District Dufur School District No. 29 Eagle Point School District No. 9 Echo School District No. 5 Elgin School District Elkton School District No. 34 Enterprise School District No. 21 Estacada School District No. 108 Eugene School District No. 4J Falls City School District Fern Ridge School District No. 28J Forest Grove School District Fossil School District 21J Gaston School District 511J Gervais School District Gladstone School District Glendale School District No. 77 Glide School District Grant County Education Service District | Education (K-12) Abbeville County School District Aiken County Public Schools Allendale County School District Anderson County School Districts 1 and 2 Career and Technology Cent Anderson School District No. 1 Anderson School District No. 2 Anderson School District No. 3 Anderson School District No. 4 Anderson School District No. 5 Bamberg School District No. 1 Barnwell School District No. 45 Beaufort County School District Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District Cherokee County School District Chester County School District Chesterfield County School District Clarendon County School District No. 1 Clarendon County School District No. 2 Clarendon County School District No. 3 Clover School District No. 2 Colleton County School District Darlington County School District Delta R-V School District Dillon County School District No. 1 Dillon County School District No. 2 Dillon County School District No. 3 Dillon County School District No. 4 Diocese Of Charleston Schools Dorchester School District No. 2 Dorchester School District No. 4 Edgefield County School District Fairfield County School District Florence County School District No. 1 Florence County School District No. 2 Florence County School District No. 3 Florence County School District No. 4 Florence County School District No. 5 Ft. Mill School District No. 4 Georgetown County School District Greenville County School District Greenwood School District No. 50 Greenwood School District No. 52 Hampton County School District No. 2 Hampton School District No. 1 Horry County Schools Jasper County School District John de la Howe School District Kershaw County School District Lancaster County School District Laurens County School District No. 55 Laurens County School District No. 56 Lee County School District Legacy Charter Schools Lexington County School District No. 1 | Special District Ash Creek Special Service District Ashley Valley Water and Sewer Improvement District Baldwin Water and Sewer Improvement District Bear Lake Special Service District Bear River Water Conservancy District Benchland Water District Benson Culinary Water Improvement District Bona Vista Water Improvement District Cache Mosquito Abatement District Cache Valley Transit Authority Canyonlands Health Care Special Service District Carbon County Housing District Carbon County Municipal Building Authority Carbon County Recreation Transportation Special Service District Carbon Water Conservancy District Castle Valley Special Service District Cedar City Housing Authority Cedar Mountain Fire Protection District Cedarview-Montwell Special Service District Central Davis County Sewer District Central Iron County Water Conservancy District Central Utah Water Conservancy District Central Weber Sewer Improvement District Charleston Water Conservancy District Copperton Improvement District Cottonwood Improvement District | Higher Education Bates Technical College Bellevue Community College Bellingham Technical College Big Bend Community College Cascadia Community College Central Washington University Centralia College Clark College Clover Park Technical College Columbia Basin Community College Community Colleges of Spokane Eastern Washington University Edmonds Community College Everett Community College Evergreen State College Grays Harbor College Green River Community College Highline Community College Lake Washington Institute of Technology Lower Columbia College Northwest Indian College Olympic College Peninsula College Pierce College Renton Technical College Seattle Community Colleges District VI Shoreline Community College Skagit Valley College South Puget Sound Community College Tacoma Community College University of Washington Walla Walla Community College Washington State Board for Community and Technical Colleges Washington State Higher Education Facilities Authority Washington State Student Achievement Council Washington State University Washington State University, Vancouver Wenatchee Valley College Western Washington University Whatcom Community College Yakima Valley Community College |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
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| | Cascade Rural Fire District | Grant School District No. 3 | Lexington County School District No. 2 | Davis Community Housing Authority | Education (K-12) |
| | Castleford Rural Fire District | Grants Pass School District No. 7 | Lexington County School District No. 3 | Davis County Housing Authority | Aberdeen School District No. 5 |
| | Central Fire District | Greater Albany Public School District 8J | Lexington County School District No. 4 | Davis-Salt Lake Aerial Spray Authority | Adna School District No. 226 |
| | Central Orchards Sewer District | Gresham-Bailew School District No. 1J | Lexington-Richland Counties School District No. 5 | Duchesne County Water Conservancy District | Almira School District No. 17 |
| | Central Shoshone County Water District | Harney County School District No. 3 | Marion County School District | Duchesne County Water Conservancy District | Anacortes School District No. 103 |
| | Clark County District Library | Harney Education Service District | Marion County School District No. 7 | Emery County Housing Authority | Arlington Public Schools |
| | Clarkia Free Library District | Harper School District No. 66 | Marlboro County School District | Emery County Municipal Building Authority | Asotin-Anatone School District |
| | Clarkia Highway District | Harrisburg School District No. 7 | McCormick County School District | Emery County Special Service District No. 1 | Auburn School District No. 408 |
| | Clearwater Free Library District | Helix School District No. 1-R | Newberry County School District | Emery Water Conservancy District | Bainbridge Island School District No. 303 |
| | Clearwater Highway District | Hermiston School District | Ocoee County School District | Emigration Improvement District | Battle Ground School District No. 119 |
| | Clearwater Soil and Water Conservation District | High Desert Education Service District | Orangeburg Consolidated School District Four | Fruitland Special Service District | Bellevue Christian School District |
| | Clearwater Water District | Hillsboro School District No. 1J | Orangeburg County Consolidated School District No. 3 | Garden City Fire District | Bellevue School District No. 405 |
| | Consolidated Free Library District | Hood River County School District | Orangeburg County Consolidated School District No. 5 | Grand County Water Conservancy District | Bellingham School District No. 501 |
| | Cottonwood Highway District | Huntington School District No. 16J | Pickens County School District | Granger-Hunter Improvement District | Benge School District No. 122 |
| | Custer Soil and Water Conservation District | Imbler School District No. 11 | Richland County School District No. 1 | Heber Valley Special Service District | Bethel School District No. 403 |
| | Dietrich Fire District | InterMountain Education Service District | Richland County School District No. 2 | Hooper Water Improvement District | Bickleton School District |
| | Dietrich Highway District | Ione School District R2 | Rock Hill School District No. 3 | Jensen Water Improvement District | Blaine School District No. 503 |
| | Doumeq Highway District | Jackson County School District No. 9 | Saluda School District No. 1 | Johnson Water Improvement District | Boistfort School District No. 234 |
| | Downey Swan Lake Highway District | Jackson Education Service District | South Carolina Public Charter School District | Jordan Valley Water Conservancy District | Bremerton School District |
| | Dry Creek Cemetery Maintenance District | Jefferson County School District No. 509-J | Spartanburg County School District No. 1 | Jordanville Special Service District | Brewster School District No. 111 |
| | Eagle Fire Protection District | Jefferson School District | Spartanburg County School District No. 2 | Joab Special Service Fire District | Bridgport School District No. 75 |
| | Eagle Sewer District | Jewell School District No. 8 | Spartanburg County School District No. 3 | Kane County Water Conservancy District | Brimson School District No. 46 |
| | East Bonner County Free Library District | John Day School District No. 3 | Spartanburg County School District No. 4 | Kearns Improvement District | Burlington-Edison School District No. 100 |
| | East Bonner County Library District | Jordan Valley School District No. 3 | Spartanburg County School District No. 5 | Lake Point Improvement District | Camas School District |
| | East Greenacres Irrigation District | Joseph School District No. 6 | Spartanburg County School District No. 6 | Logan-Cache Airport Authority | Cape Flatness School District No. 401 |
| | Eastern Idaho Public Health District | Junction City School District No. 69 | Spartanburg County School District No. 7 | Maeser Water and Sewer Improvement District | Capital Region Educational Service District No. 113 |
| | Eastern Idaho Regional Wastewater Authority | Klamath County School District | Sumter School District | Magna Mosquito Abatement District | Carbondale Historical School District No. 19 |
| | Elk River Free Library District | Klamath Falls City Schools | Sumter School District No. 17 | Magna Water District | Cascade Christian Schools |
| | Elmore Soil and Water Conservation District | Knappa School District | Union County School District | Metropolitan Water District of Salt Lake and Sandy | Cascade School District No. 228 |
| | Fenn Highway District | La Grande County School District No. 1 | Ware Shoals School District No. 51 | Midvalley Improvement District | Cashmere School District No. 222 |
| | Ferdinand Highway District | Lake County School District No. 7 | Williamsburg County Schools | Midway Sanitation District | Castle Rock School District No. 401 |
| | Fish Haven Mosquito Abatement District | Lake Ed Service District | Williston School District No. 29 | Millford Area Healthcare Service District | Central Kitsap School District No. 401 |
| | Fremont County District Library | Lake Oswego School District No. 7J | York School District No. 1 | Moab Mosquito Abatement District | Central Valley School District No. 356 |
| | Friedman Memorial Airport Authority | Lakeview School District No. 7 | Special District | Moab Valley Fire Protection District | Centralia School District No. 401 |
| | Garden Valley District Library | Lebanon Community School District No. 9 | Abbeville Housing Authority | Mountain Green Sewer Improvement District | Chehalis School District No. 302 |
| | Garden Valley Fire Protection District | Lincoln County School District | Alken Housing Authority | Mountain Regional Water Special Service District | Cheney School District No. 360 |
| | Garden Valley Recreation District | Linn-Benton-Lincoln Education Service District | Anderson Housing Authority | Mountain View Special Service District | Chewelah School District No. 36 |
| | Gateway Fire Protection District | Long Creek School District No. 17 | Atlantic Beach Housing Authority | MT. Olympus Improvement District | Chief Leschi School System |
| | Gem County Fire Protection District | Lowell School District No. 71 | Beaufort Housing Authority | North Davis County Sewer District | Chimacum School District No. 49 |
| | Gem County Mosquito Abatement District | Mapleton School District No. 32 | Beaufort Jasper Water and Sewer Authority | North Davis Fire District | Clarkston School District No. J250-185 |
| | Glenns Ferry Highway District | Marcola School District No. 79J | Beech Island Rural Community Water District | North Emery Water Users Special Service District | Cle Elum-Roslyn School District |
| | Golden Gate Highway District No. 3 | McKenzie School District | Belton-Honea Path Water Authority | North Fork Special Services District | Clover Park School District No. 400 |
| | Gooding County Memorial Hospital District | McMinnville School District No. 40 | Bennettsville Housing Authority | North Pointe Solid Waste Special Service District | Colfax School District No. 300 |
| | Grace District Library | Medford School District No. 549C | Berea Public Service District | North Summit Fire District | College Place School District No. 250 |
| | Grangeville Highway District | Metzger-Hansen School District No. 7 | Blount County Water and Sanitation Authority | North Tooele County Fire Protection District | Colton School District No. 306 |
| | Greater Boise Auditorium District | Mitchell School District No. 55 | Big Creek Water and Sewerage District | North Valley Water Conservancy District | Columbia School District No. 206 |
| | Greater Middleton Parks and Recreation District | Molalla River School District | Bluffton Township Fire District | North View Fire District | Columbia School District No. 400 |
| | Greater Swan Valley Fire Protection District No. 2 | Monument School District | Boiling Springs Fire District, Greenville County | Ogden Housing Authority | Columbia School District No. 400 |
| | Groveland Water and Sewer District | Morrow County School District | Broad Creek Public Service District | Ogden Housing Authority | Conville School District No. 115 |
| | Harbor View Estates Water and Sewer District | Mt. Angel School District | Buffalo-Mt. Pisgah Fire Protection District | Ogden Housing Authority | Concrete School District No. 11 |
| | Hayden Lake Irrigation District | Multnomah Education Service District Consortium | Burton Fire District | Ogden Housing Authority | Conway Consolidated School District No. 317 |
| | Hayden Lake Recreational Water and Sewer District | Myrtle Point School District | Central Midlands Regional Transit Authority | Orary Park Water Improvement District | Cosmopolis School District |
| | Hillsdale Highway District | Neah-Kah-Nie School District No. 56 | Charleston Area Regional Transportation Authority | Park City Fire Service District | Coule-Hartline School District No. 151 |
| | Homedale Highway District | Nestucka Valley School District No. 101 | Charleston County Aviation Authority | Park City Fire Service District | Cougville School District No. 204 |
| | Hood Doo Water and Sewer District | New Hope Christian Schools | Charleston County Housing and Redevelopment Authority | Price River Water Improvement District | Crescent School District |
| | Horseshoe Bend Fire Protection District | Newberg School District No. 29J | Charleston Housing Authority | Price River Water Improvement District | Creston School District No. 73 |
| | Idaho Soil and Water Conservation District | North Bend School District No. 13 | Charleston Naval Complex Redevelopment Authority | Provo Housing Authority | Curlew School District No-50 |
| | Indian Valley Rural Fire District | North Central Education Service District | Charleston Soil and Water Conservation District | Rockville/Springdale Fire Protection District | Cusick School District |
| | Iona-Bonneville Sewer District | North Clackamas School District No. 12 | Chester Housing Authority | Roosevelt City Housing Authority | Darrington School District No. 330 |
| | Island Park Fire District | North Douglas School District No. 22 | Chester Metropolitan District | Salt Lake City Housing Authority | Davenport School District No. 207 |
| | Jerome Highway District | North Lake School District | Chester Sewer District | Salt Lake City Mosquito Abatement District | Dayton School District No. 2 |
| | Jerome Recreation District | North Marion School District No. 15 | Coast Regional Transportation Authority | Salt Lake County Housing Authority | Deer Park School District No. 414 |
| | Jerome Rural Fire District No. 1 | North Santiam School District No. 29 | Columbia Housing Authority | Sandy Suburban Improvement District | Dieringer School District |
| | Kamiah Fire Protection District | North Wasco County School District No. 21 | Conway Housing Authority | Scofield Reservoir Special Service District | Dixie School District |
| | Kamiah Highway District | Nysa School District No. 26 | Daniel Morgan Water District | Sevier County Special Service District No. 1 | East Valley School District No. 361 |
| | Ketchum Rural Fire Protection District | Oakland School District | Darlington County Fire District | Skyline Mountain Special Service District | East Valley School District No. 361, Spokane County |
| | Kidder Harris Highway District | Oakridge School District No. 76 | Darlington County Water and Sewer Authority | Snyderville Basin Special Recreation District | East Valley School District No. 90, Yakima County |
| | Kingston Water District | Oakville School District No. 8C | Darlington Housing Authority | Snyderville Basin Water Reclamation District | Eastmont School District No. 206 |
| | Kootenai County Water District No. 1 | Oregon City School District No. 62 | Darlington Housing Authority | Solid Waste Special Service District No. 1 | Eatonville School District No. 404 |
| | Kootenai-Ponderosa Irrigation District | Oregon Trail School District No. 46 | Darlington Housing Authority | South Davis Sewer District | Edmonds School District No. 15 |
| | Kootenai-Shoshone Soil and Water Conservation Distr | Paisley School District No. 11 | Darlington Housing Authority | South Davis Sewer District | Edmond School Service District No. 112 |
| | Kuna Library District | Parkrose School District No. 3 | Darlington Housing Authority | South Ogden Conservation District | Eldensburg School District No. 401 |
| | Laclede Water District | Pendleton School District No. 16 | Darlington Housing Authority | South Salt Lake Valley Mosquito Abatement District | Elma School District No. 68 |
| | Lakes Highway District | Perrydale School District No. 21J | Darlington Housing Authority | South Summit Fire Protection District | Endicott School District No. 308 |
| | Latah County Library District | Philomath School District No. 17J | Darlington Housing Authority | South Utah Valley Solid Waste District | Entiat School District No. 127 |
| | Lemhi Soil and Water Conservation District | Phoenix-Talent School District | Darlington Housing Authority | South Utah Valley Solid Waste District | Enumclaw School District No. 216 |
| | Leviston Orchards Irrigation District | Pine Eagle School District No. 2 | Darlington Housing Authority | Southern Valley Sewer Authority | Ephrata School District No. 165 |
| | Lewisston-Nez Perce County Regional Airport Authority | Pinehurst School District | Darlington Housing Authority | Spanish Valley Water and Sewer Improvement District | Evaline School District No. 36 |
| | Lincoln County Recreation District | Pleasant Hill School District | Darlington Housing Authority | St. George Housing Authority | Everett School District No. 2 |
| | Little Blacktail Ranch Water District | Plush School District 18 | Darlington Housing Authority | Stansbury Park Improvement District | Evergreen School District No. 114, Clark County |
| | Little Wood River Library District | Port Orford-Langlois School District No. 2CJ | Darlington Housing Authority | Strawberry Electric Service District | Evergreen School District No. 205 |
| | Lizard Butte Library District | Portland Public School District No. 1 | Darlington Housing Authority | Sugar House Park Authority | Federal Way Public Schools |
| | Lost River Highway District | Powers School District No. 31 | Darlington Housing Authority | Tabby Valley Park Special Service District | Ferdale School District No. 502 |
| | M&T Water and Sewer District | Prairie City School District No. 13 | Darlington Housing Authority | Timpanogos Special Service District | Finley School District |
| | McKay Free Library District | Prospect School District No. 4 | Darlington Housing Authority | Tooele County Housing Authority | Franklin Pierce School District No. 402 |
| | Madison Library District | Rainier School District No. 14 | Darlington Housing Authority | Tooele County Recreation Special Service District | Freeman School District No. 358 |
| | Marsing Rural Fire District | Redmond School District No. 2J | Darlington Housing Authority | Tridell-Lapoint Water Improvement District | Garfield School District No. 302 |
| | McCall Fire Protection District | Reedsport School District No. 105 | Darlington Housing Authority | Uintah Animal Control and Shelter Special Service District | Glenwood School District |
| | McCall Memorial Hospital District | Region 9 Education Service District | Darlington Housing Authority | Uintah County Municipal Building Authority | Glenwald School District |
| | Meridian Cemetery Maintenance District | Reynolds School District No. 7 | Darlington Housing Authority | Uintah Fire Suppression Special Service District | Goldendale School District |
| | Meridian Library District | Riddle School District No. 70 | Darlington Housing Authority | Uintah Fire Suppression Special Service District | Grand Coulee Dam School District |
| | Meridian Rural Fire Protection District | | Darlington Housing Authority | Uintah Fire Suppression Special Service District | Grandview School District No. 200 |
| | | | Darlington Housing Authority | Uintah Health Care Special Service District | Granger School District No. 204 |
| | | | Darlington Housing Authority | Uintah Highlands Water and Sewer Improvement District | Granite Falls School District No. 332 |
| | | | Darlington Housing Authority | Uintah Mosquito Abatement District | |
| | | | Darlington Housing Authority | Uintah Recreation District | |
| | | | Darlington Housing Authority | Uintah Transportation Special Service District | |
| | | | Darlington Housing Authority | Uintah Water Conservancy District | |
| | | | Darlington Housing Authority | Unified Fire Authority | |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
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| | Mica Kidd Island Fire Protection District | Riverdale School District No. 51J | Hartsville Housing Authority | Utah County Housing Authority | Grapewiew School District No. 54 |
| | Middleton Rural Fire District | Rogue River School District No. 35 | Hilton Head No. 1 Public Service District | Utah Paiute Housing Authority | Great Northern School District |
| | Midvale Fire Protection District | Roseburg Public Schools | Holly Springs Fire-Rescue District | Utah Transit Authority | Green Mountain School District No. 103 |
| | Minidoka County Fire Protection District | Salem-Keizer Public School District No. 24J | Homeland Park Water and Sewer District | Utah Valley Dispatch Special Service District | Griffith School District No. 324 |
| | Minidoka County Highway District | Santiam Canyon School District No. 129J | James Island Public Service District | Wasatch County Fire District | Harrington Public Schools |
| | Moreland Water and Sewer District | Santiam Christian Schools | Kingsree Housing Authority | Wasatch Front Waste and Recycling District | Highland School District No. 203 |
| | Mountain Home Highway District | Scappoose School District No. 11 | Lady's Island-St. Helena Fire District | Wasatch Integrated Waste Management District | Highline School District No. 401 |
| | Mountain Rides Transportation Authority | Scio School District No. 95C | Lake City Housing Authority | Washington County Water Conservancy District | Hockinson School District |
| | Nampa and Meridian Irrigation District | Seaside School District | Lancaster County Water and Sewer District | Waste Management Service District No. 5 | Hood Canal School District No. 404 |
| | Nampa Highway District No. 1 | Sheridan School District No. 48I | Lancaster Housing Authority | Weber Basin Water Conservancy District | Hoquiam School District No. 28 |
| | Nampa Housing Authority | Sherman County School District | Lancaster Soil and Water Conservation District | Weber Fire District | Inchelium School District No. 70 |
| | New Plymouth Fire District | Sherwood School District No. 88J | Laurens Housing Authority | Weber Mosquito Abatement District | Issaquah School District No. 411 |
| | North Bingham County District Library | Silver Falls School District No. 4J | Levington County Health Services District, Inc. | Weber-Box Elder Conservation District | Kahlotus School District No. 56 |
| | North Custer Hospital District | Sisters School District No. 6 | Liberty-Chesnee-Fingerville Water District | Wellsville-Mendon Conservancy District | Kalama School District No. 402 |
| | North Kootenai Water and Sewer District | Siuslaw School District No. 97J | Local Housing Authority | White City Water Improvement District | Keller School District No. 3 |
| | North Lake Recreational Sewer and Water District | South Coast Education Service District, Region No. 7 | Lowcountry Regional Transportation Authority | Woodruff Fire District | Kelso School District No. 458 |
| | North Latah County Highway District | South Lane School District No. 45J3 | Logoff-Egin Water Authority | | Kennewick School District No. 17 |
| | Northern Lakes Fire District | South Umpqua School District No. 19 | Marion Housing Authority | State | Kent School District No. 415 |
| | Northside Fire District | South Wasco County School District No. 1 | Marlboro County Housing Authority | State Of Utah | Kettle Falls School District No. 212 |
| | Notus-Parma Highway District No. 2 | Southern Oregon Education Service District | McColi Housing Authority | Utah Department of Administrative Services | Kiona-Benton City School District No. 52 |
| | Oakley Highway District | Spray School District No. 1 | Medical University Hospital Authority | Utah Department of Health | Kittitas School District |
| | Oakley Library District | Springfield School District No. 19 | Metropolitan Sewer Sub-District | Utah State Legislature | Klickitat School District No. 402 |
| | Ola District Library | St. Helens School District No. 502 | Mitford Water and Sewer District | Utah State Treasurer | La Center School District |
| | Oneida County Fire District | St. Paul School District No. 45 | Mullins Housing Authority | | La Conner School District No. 311 |
| | Oregon Trail Recreation District | Stanfield School District No. 61 | Murralls Inlet-Garden City Fire District | Confederated Tribes of the Goshute Reservation | LaCrosse School District |
| | Outlet Bay Water and Sewer District | Sutherlin School District No. 130 | Myrtle Beach Air Force Base Redevelopment Authority | Koosharem Band of the Paiute Indian Tribe | Lake Chelan School District No. 129 |
| | Panhandle Health District | Sweet Home School District No. 55 | Myrtle Beach Housing Authority | Northwestern Band of Shoshone Nation | Lake Quinalt School District No. 197 |
| | Parma Rural Fire Protection District | Three Rivers School District | Newberry County Water and Sewer Authority | Northwestern Band of the Shoshone Nation Housing Authority | Lake Stevens School District No. 4 |
| | Pine Ridge Water and Sewer District | Tigard-Tualatin School District No. 23J | Newberry Housing Authority | Paiute Indian Tribe of Utah | Lake Washington School District No. 414 |
| | Pinehurst Water District | Tillamook School District No. 9 | North Charleston Housing Authority | Skull Valley Band of Goshute Indians | Lakewood School District No. 306 |
| | Pioneer Irrigation District | Ukiah School District 80 R | North Charleston Sewer District | Ute Indian Tribe | Lamont School District |
| | Placerville Fire Protection District | Umatilla School District No. 6 | North Greenville Fire District | | Liberty School District No. 362 |
| | Pocatello Housing Authority | Union School District 5 | Oceone County Joint Regional Sewer Authority | | Lind School District |
| | Pocatello-Chubbuck Auditorium District | Vale School District No. 84 | Parker Sewer and Fire Subdistrict | | Longview School District No. 122 |
| | Portneuf District Library | Vernonia School District No. 47J | Patriots Point Development Authority | | Loon Lake School District No. 183 |
| | Post Falls Highway District | Wallowa School District No. 12 | Pee Dee Regional Airport District | | Lopez Island School District No. 144 |
| | Power County Highway District | Warrenton-Hammond School District No. 30 | Pee Dee Regional Transportation Authority | | Lyle School District No. 406 |
| | Prairie Highway District | West Linn-Wilsonville School District | Piedmont Public Service District | | Lynden School District No. 504 |
| | Prairie-River Library District | Willamette Education Service District | Pioneer Rural Water District | | Mabton School District No. 120 |
| | Progressive Irrigation District | Willamina School District No. 30J | Powdersville Water District | | Mansfield School District No. 207 |
| | Raft River Highway District | Winston-Dillard School District No. 116 | Richland-Lexington Airport District | | Manson School District |
| | Rapid River Water and Sewer District | Woodburn School District No. 103 | Richland-Lexington Riverbanks Park District | | Mary M. Knight School District |
| | Richfield District Library | Yamhill-Carlton School District No. 1 | Rock Hill Housing Authority | | Mary Walker School District No. 207 |
| | Riverside Independent Water District | Yoncalla School District No. 32 | Saluda County Water and Sewer Authority | | Marysville School District No. 25 |
| | Rock Creek Fire District | Special District | Sandy Springs Water District | | McCleary School District No. 65 |
| | Rockies Rural Fire District | Adair Rural Fire Protection District | Santee Fire Service District | | Mead School District No. 354 |
| | Rogerson Water District | Amity Fire District | Santee Waterere Regional Transportation Authority | | Medical Lake School District No. 326 |
| | Ross Point Water District | Applegate Valley Fire District No. 9 | Sheldon Township Fire District | | Mercer Island School District No. 400 |
| | Sagle Fire District | Arch Cape Sanitary District | Slater-Marietta Fire District | | Meridian School District No. 505 |
| | Salmon River Clinic Hospital District | Arch Cape Water District | South Carolina Housing Authority Bond Council | | Methow Valley School District |
| | Sam Owen Fire District | Arnold Irrigation District | South Carolina Public Employee Benefit Authority | | Monroe School District No. 103 |
| | Santa-Fernwood Water and Sewer District | Aumville Rural Fire District | South Carolina Regional Housing Authority No. 1 | | Montesano School District No. 66 |
| | Schweitzer Fire-Rescue District | Baker County Library District | South Carolina Regional Housing Authority No. 3 | | Morton School District No. 214 |
| | Settlers Irrigation District | Baker Rural Fire Protection District | South Carolina State Education Assistance Authority | | Moses Lake School District No. 161 |
| | Shelley/Firrh Fire District | Baker Valley Soil and Water Conservation District | South Carolina State Fiscal Accountability Authority | | Mossyrock School District No. 206 |
| | Shoshone City & Rural Fire District | Bandon Rural Fire Protection District | South Carolina State Housing and Development Authority | | Mt. Adams School District No. 209 |
| | Shoshone County Fire Protection District No. 2 | Barlow Water Improvement District | South Carolina State Ports Authority | | Mt. Baker School District No. 507 |
| | Shoshone Highway District No. 2 | Bay Area Hospital District | South Greenville Fire District | | Mt. Vernon School District No. 320 |
| | South Bannock Library District | Bend Parks and Recreation District | South Island Public Service District | | Mukiteo School District No. 6 |
| | South Bingham Soil Conservation District | Beverly Beach Water District | Southside Rural Community Water District | | Naches Valley School District No. 3 |
| | South Boundary Fire Protection District | Black Butte Ranch Rural Fire Protection District | Spartanburg Housing Authority | | Napavine School District No. 14 |
| | South Custer Fire District | Blue Mountain Hospital District | Spartanburg Regional Health Services District | | Naselle-Grays River Valley School District No.165 |
| | South Fork Coeur d'Alene River Sewer District | Blue River Water District | St. Andrews Public Service District South Carolina | | Nespelem School District No. 14 |
| | South Latah Highway District | Boardman Park and Recreation District | St. John's Fire District | | Newport School District No. 56-415 |
| | Southside Water and Sewer District | Boardman Rural Fire Protection District | Starr-iva Water and Sewer District | | Nine Mile Falls School District No. 325/179 |
| | Southwestern Idaho Cooperative Housing Authority | Boring Water District No. 24 | Starr-Jackson-Wellford-Duncan Water District | | Nooksack Valley School District No. 506 |
| | St. Maries Fire Protection District | Boulder Creek Retreat Special Road District | Sumter Housing Authority | | North Beach School District No. 64 |
| | Star Joint Fire District | Brownsville Rural Fire District | Talatha Rural Community Water District | | North Franklin School District No. 51 |
| | Star Sewer and Water District | Buell-Red Prairie Water District | Taylor's Fire and Sewer District | | North Kitsap School District No. 400 |
| | Sun Valley Water and Sewer District | Bunker Hill Sanitary District | Three Rivers Solid Waste Authority | | North Mason School District |
| | Sunier Heights Water District | Burlington Water District | Tigerville Fire District | | North Thurston Public Schools |
| | Targhee Regional Public Transit Authority | Cannella Park Sanitary District | Tri-County Solid Waste Authority | | Northport School District No. 211 |
| | Targhee Regional Public Transportation Authority | Canon Beach Rural Fire Protection District | Union Housing Authority | | Northshore School District No. 417 |
| | Teton County Fire Protection District | Central Lincoln People's Utility District | Valley Public Service Authority | | Oak Harbor School District No. 201 |
| | Three Creek Highway District | Central Oregon Irrigation District | Waccamaw Regional Transportation Authority | | Oakesdale School District No. 324 |
| | Three Mile Water District | Central Oregon Park and Recreation District | Wedgefield Stateburg Water District | | Oakville School District No. 400 |
| | Timberlake Fire Protection District | Central Oregon Regional Housing Authority | West Anderson Water District | | Ocean Beach School District No. 101 |
| | Twin Falls Highway District | Charleston Fire District | Westview-Fairforest Fire District | | Ocoosa School District No. 172 |
| | Twin Falls Housing Authority | Charleston Sanitary District | Whitney Fire Protection District | | Odesch School District No. 105 |
| | Twin Falls Rural Fire Protection District | Chehallem Park and Recreation District | Williamsburg County Transit Authority | | Okanogan School District No. 105 |
| | Twin Ridge Rural Fire District | Chenoweth Water Public Utility District | Williamsburg County Water and Sewer Authority | | Olympia School District No. 111 |
| | Union Independent Highway District | Chiloquin-Agency Lake Rural Fire Protection District | Woodruff Housing Authority | | Olympic Educational Service District |
| | Upper Fords Creek Rural Fire District | Christmas Valley Domestic Water Supply District | Woodruff-Roebeck Water District | | Omak School District No. 19 |
| | Warm Lake Recreational Water District | Christmas Valley Park and Recreation District | York County Natural Gas Authority | | Onalaska School District No. 300 |
| | Wendell Highway District | Clackamas County Fire District No. 1 | State | | Onion Creek School District No. 30 |
| | West Boise Sewer District | Clackamas County Housing Authority | Santee-Lynches Regional Council of Governments | | Orcas Island School District No. 137 |
| | West Bonner Library District | Clackamas County Soil and Water Conservation District | South Carolina Department of Health and Environmental Control | | Orchard Prairie School District No. 123 |
| | West Bonner Water and Sewer District | Clatskanie Park and Recreation District | South Carolina Department of Mental Health | | Orient School District No. 65 |
| | West Pend Oreille Fire District | Clatskanie People's Utility District | South Carolina Department of Revenue | | Oroville School District No. 410 |
| | Western Ada Recreation District | Clatskanie Rural Fire Protection District | South Carolina General Services Division | | Orting School District No. 344 |
| | Western Elmore County Recreation District | Clatsop Care Center Health District | South Carolina Office of Regulatory Staff | | Othello School District |
| | Wilder Irrigation District | Clatsop County Housing Authority | South Carolina State Budget and Control Board | | Palisades School District No. 102 |
| | Wilder Public Library District | Cloverdale Rural Fire Protection District | South Carolina State Treasurer's Office | | Palouse School District No. 301 |
| | Wilder Rural Fire Protection District | Coburg Rural Fire Protection District | State Of South Carolina | | Pasco School District No. 1 |

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| | Wilderness Ranch Fire Protection District | Colton Fire District | Township | | Pateros School District |
| | Winona Highway District | Colton Water District | Township of Grand Meadow | | Paterson School District No. 50 |
| | Worley Fire District | Columbia Corridor Drainage Districts Joint Contracting Authority | Tribal | | Pe Ell School District No. 301 |
| | Worley Highway District | Columbia Health District | Catawba Indian Nation | | Peninsula School District |
| | State | Columbia Improvement District | | | Pioneer School District No. 402 |
| | Idaho Department of Administration | Columbia River People's Utility District | | | Pomeroy School District No. 110 |
| | Idaho Department of Health and Welfare | Columbia Soil and Water Conservation District | | | Port Angeles School District No. 121 |
| | State Of Idaho | Coos County Airport District | | | Port Townsend School District No. 50 |
| | Tribal | Coos County Library Service District | | | Prescott School District No. 402-37 |
| | Coeur d'Alene Tribe | Coquille Indian Housing Authority | | | Pride Prep Schools |
| | Kootenai Tribe of Idaho | Coquille Valley Hospital District | | | Prosser School District No. 116 |
| | Nez Perce Tribal Enterprises | Corbett Water District | | | Puget Sound Educational Service District |
| | Nez Perce Tribe | Corvallis Rural Fire Protection District | | | Pullman School District No. 267 |
| | Shoshone-Bannock Tribes | Cove Rural Fire Protection District | | | Puyallup School District No. 3 |
| | | Crooked River Ranch Rural Fire Protection District | | | Queets-Clearwater School District No. 20 |
| | | Crooked River Ranch Special Road District | | | Quilcene School District No. 48 |
| | | Curry Health District | | | Quillayute Valley School District No. 402 |
| | | Curry Public Library District | | | Quincy School District No. 144 |
| | | Dallas Cemetery District No. 4 | | | Rainier School District No. 307 |
| | | Dean Minard Water District | | | Raymond School District No. 116 |
| | | Dee Rural Fire Protection District | | | Reardan-Edwall School District |
| | | Deschutes County 911 Service District | | | Renton School District No. 403 |
| | | Deschutes County Rural Fire District No. 1 | | | Republic School District |
| | | Deschutes Valley Water District | | | Richland School District No. 400 |
| | | Devils Lake Water Improvement District | | | Ridgefield School District No. 122 |
| | | Dexter Rural Fire Protection District | | | Ritzville School District |
| | | Douglas County Fire District No. 2 | | | Riverside School District |
| | | Douglas County Housing Authority | | | Riverview School District No. 407 |
| | | Douglas Soil and Water Conservation District | | | Rochester School District |
| | | Drakes Crossing Rural Fire Protection District | | | Rosalia School District No. 320 |
| | | Dufur Recreation District | | | Royal School District |
| | | Eagle Valley Soil and Water Conservation District | | | San Juan Island School District No. 149 |
| | | East Fork Irrigation District | | | Satsop School District No. 104 |
| | | East Multnomah Soil and Water Conservation District | | | Seattle Public Schools |
| | | East Umatilla County Health District | | | Sedro-Woolley School District No. 101 |
| | | East Valley Water District | | | Selah School District No. 119 |
| | | Echo Rural Fire District | | | Selkirk School District No. 70 |
| | | Elsie-Vinemagle Rural Fire Protection District No. 11 | | | Sequim School District No. 323 |
| | | Emerald People's Utility District | | | Shaw Island School District No. 10 |
| | | Estacada Rural Fire District No. 69 | | | Shelton School District No. 309 |
| | | Fairview Water District | | | Shoreline School District No. 412 |
| | | Falcon Cove Beach Water District | | | Skykomish School District |
| | | Farmers Irrigation District | | | Snohomish School District No. 201 |
| | | Gardiner Sanitary District | | | Snoqualmie Valley School District No. 410 |
| | | Gaston Rural Fire District | | | Soap Lake School District No. 156 |
| | | Gates Rural Fire Protection District | | | South Bend School District No. 118 |
| | | Gearhart Rural Fire Protection District | | | South Kitsap School District No. 402 |
| | | Glendale Rural Fire Protection District | | | South Whidbey School District No. 206 |
| | | Gleneden Sanitary District | | | Southside School District |
| | | Goshen Fire District | | | Spokane Public Schools |
| | | Government Camp Sanitary District | | | Sprague School District |
| | | Grand Ronde Sanitary District | | | St. John School District No. 322 |
| | | Grant County Transportation District | | | Stanwood-Camano School District No. 401 |
| | | Grant Soil and Water Conservation District | | | Stellacoom Historical School District No. 1 |
| | | Grants Pass Irrigation District | | | Steptoe School District No. 304 |
| | | Green Sanitary District | | | Stevenson-Carson School District No. 303 |
| | | Hahlen Road Special District | | | Sultan School District No. 311 |
| | | Halsey-Shedd Rural Fire Protection District | | | Summit Valley School District 202 |
| | | Hamlet Rural Fire Protection District | | | Summer School District No. 320 |
| | | Harbor Sanitary District | | | Sunnyside School District No. 201 |
| | | Harbor Water Public Utility District | | | Tacoma School District No. 10 |
| | | Harney District Hospital | | | Taholah School District No. 77 |
| | | Harney Soil and Water Conservation District | | | Tahoma School District No. 409 |
| | | Harriman Rural Fire Protection District | | | Tekoa School District No. 265 |
| | | Hazeldell Rural Fire Protection District | | | Tenino School District No. 402 |
| | | Hebo Joint Water and Sewer Authority | | | Thorp School District No. 400 |
| | | Heceta Water District | | | Toledo School District No. 237 |
| | | Hermiston Cemetery District | | | Tonascket School District |
| | | Hermiston Fire and Emergency Services District | | | Toppensish School District No. 202 |
| | | Hermiston Irrigation District | | | Touchet School District No. 300 |
| | | Hood River County Library District | | | Toutle Lake School District No. 130 |
| | | Hood River County Transportation District | | | Trout Lake School District No. R-400 |
| | | Hood River Valley Parks and Recreation District | | | Tukwila School District No. 406 |
| | | Hoodland Fire District No. 74 | | | Tumwater School District No. 33 |
| | | Hubbard Rural Fire Protection District | | | Union Gap School District No. 2 |
| | | Ice Fountain Water District | | | University Place School District No. 83 |
| | | Illinois Valley Rural Fire Protection District | | | Valley School District |
| | | Ione Rural Fire Protection District | | | Valley School District No. 70 |
| | | Irrigon Community Park and Recreation Maintenance District | | | Vancouver School District No. 37 |
| | | Jackson County Airport Authority | | | Vashon Island School District No. 402 |
| | | Jackson County Fire District No. 3 | | | Wahkiakum School District No. 200 |
| | | Jackson County Fire District No. 5 | | | Wahluke School District No. 73 |
| | | Jackson County Housing Authority | | | Waitsburg School District |
| | | Jackson County Library District | | | Walla Walla School District No. 140 |
| | | Jackson County Vector Control District | | | Wapato School District No. 207 |
| | | Jackson Soil and Water Conservation District | | | Warden School District No. 146-161 |
| | | Jefferson Rural Fire Protection District | | | Washington Schools Risk Management Pool |
| | | John Day/Canyon City Parks and Recreation District | | | Washington State Educational Service District |
| | | Junction City Rural Fire Protection District | | | Washougal School District |
| | | Juniper Flat Rural Fire Protection District | | | Washtucna School District |
| | | Keating Soil and Water Conservation District | | | Waterville School District No. 209 |
| | | Keizer Rural Fire Protection District | | | Wellpinit School District |
| | | Keno Fire Protection District | | | Wenatchee School District No. 246 |
| | | Kernville-Gleneden Beach-Lincoln Beach Water District | | | West Valley School District No. 208, Yakima County |

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| | | Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No.1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskowin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Coo's-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoco West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District Pacific City Joint Water Sanitary Authority Pacific Communities Health District Palatine Hill Water District Peninsula Drainage District No. 1 Peninsula Drainage District No. 2 Pilot Rock Fire Protection District Pine Grove Rural Fire Protection District Pleasant Hill Rural Fire Protection District | | | West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205 Special District Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnage Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinoek Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13 Clark County Fire District No. 5 Clark County Fire Protection District No. 3 Clark County Fire Protection District No. 6 Clark County Public Utility District No. 1 Clark Regional Wastewater District Cline Irrigation District |

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| | | Pleasant Home Water District | | | Clinton Water District |
| | | Polk County Fire District No-1 | | | Coal Creek Utility District |
| | | Polk County Housing Authority | | | Columbia Conservation District |
| | | Polk Soil and Water Conservation District | | | Columbia County Fire District No. 3 |
| | | Portland Metropolitan Area Water District | | | Columbia County Public Hospital District No. 1 |
| | | Public Procurement Authority | | | Columbia County Rural Library District |
| | | Rainbow Water District | | | Columbia Irrigation District |
| | | Raleigh Water District | | | Columbia Valley Water District |
| | | Redmond Area Park and Recreation District | | | Colville Indian Housing Authority |
| | | Riddle Rural Fire District | | | Consolidated Irrigation District No. 14 |
| | | River Forest Acres Special Road District | | | Cowington Water District |
| | | River Road Park and Recreation District | | | Cowiche Sewer District |
| | | Rivergrove Water District | | | Cowlitz County Cemetery District No. 2 |
| | | Roads End Sanitary District | | | Cowlitz County Fire District No. 6 |
| | | Roberts Creek Water District | | | Cowlitz County Public Utility District No. 1 |
| | | Rockwood Water People's Utility District | | | Cowlitz Transit Authority |
| | | Rogue River Cemetery Maintenance District | | | Cross Valley Water District |
| | | Rogue Valley Transportation District | | | Dallesport Water District |
| | | Roseburg Urban Sanitary Authority | | | Douglas County Fire District No. 2 |
| | | Sable Drive Road District | | | Douglas County Fire Protection District No. 5 |
| | | Salem Area Mass Transit District | | | Douglas County Public Utility District No. 1 |
| | | Salem Housing Authority | | | Douglas County Sewer District No. 1 |
| | | Salem-Keizer Transit District | | | Douglas-Okanagan County Fire District No. 15 |
| | | Santa Clara Rural Fire Protection District | | | East Columbia Basin Irrigation District |
| | | Santiam Water Control District | | | East Gig Harbor Water District |
| | | Scappoose Rural Fire District | | | East Lewis County Public Development Authority |
| | | Scio Rural Fire District | | | East Pierce Fire and Rescue District No. 22 |
| | | Scottsburg Rural Fire District | | | East Spokane Water District No. 1 |
| | | Seal Rock Fire District | | | East Wenatchee Water District |
| | | Seal Rock Water District | | | Eastmont Metropolitan Park District |
| | | Shangri-La Water District | | | Eastsound Sewer and Water District |
| | | Shasta View Irrigation District | | | Edmonds Public Facilities District |
| | | Siletz Rural Fire Protection District | | | Ellensburg Business Development Authority |
| | | Silverton Fire District | | | Enterprise Cemetery District No. 7 |
| | | Sisters-Camp Sherman Rural Fire Protection District | | | Entiat Irrigation District |
| | | Siuslaw Public Library District | | | Everett Housing Authority |
| | | South Clackamas Transportation District | | | Everett Public Facilities District |
| | | South Suburban Sanitary District | | | Evergreen Water-Sewer District No. 19 |
| | | Southern Curry Cemetery Maintenance District | | | Fall City Water District |
| | | Southwest Lincoln County Water District | | | Ferry County Public Utility District No. 1 |
| | | Spring River Special Road District | | | Ferry/Okanagan County Fire Protection District No. 13 |
| | | Springfield Utility District | | | Fisherman Bay Sewer District |
| | | Stanfield Fire District No. 7-402 | | | Foster Creek Conservation District |
| | | Stayton Fire District | | | Four Lakes Water District No. 10 |
| | | Suburban East Salem Water District | | | Franklin Conservation District |
| | | Sunrise Water Authority | | | Franklin County Cemetery District No. 2 |
| | | Sunset Empire Transportation District | | | Franklin County Fire District No. 1 |
| | | Swalley Irrigation District | | | Franklin County Fire Protection District No. 3 |
| | | Sweet Home Fire and Ambulance District | | | Franklin County Irrigation District No. 1 |
| | | Talent Irrigation District | | | Franklin County Public Utility District No. 1 |
| | | Terrebonne Domestic Water District | | | Freeland Water and Sewer District |
| | | Three Sisters Irrigation District | | | Ft. Worden Public Development Authority |
| | | Tillamook County Transportation District | | | Gardena Farms Irrigation District No. 13 |
| | | Tillamook People's Utility District | | | Geforth Special Utility District |
| | | Tiller Rural Fire District | | | Grand Coulee Project Hydroelectric Authority |
| | | Toledo Rural Fire Protection District | | | Grandview Irrigation District |
| | | Tri City Rural Fire District No. 4 | | | Grant County Airport District No. 1 |
| | | Tri City Water District | | | Grant County Fire District No. 10 |
| | | Tri-City Service District | | | Grant County Fire District No. 11 |
| | | Tri-County Metropolitan Transportation District | | | Grant County Fire District No. 3 |
| | | Tualatin Hills Park and Recreation District | | | Grant County Fire District No. 4 |
| | | Tualatin Hills Park and Recreation District | | | Grant County Fire District No. 7 |
| | | Tualatin Valley Irrigation District | | | Grant County Fire Protection District No. 5 |
| | | Tualatin Valley Water District | | | Grant County Housing Authority |
| | | Tumalo Irrigation District | | | Grant County Mosquito Control District No. 1 |
| | | Twin Rocks Sanitary District | | | Grant County Mosquito District No. 2 |
| | | Umatilla County Housing Authority | | | Grant County Port District No. 4 |
| | | Umatilla Hospital District | | | Grant County Port District No. 6 |
| | | Umatilla Land Redevelopment Authority | | | Grant County Port District No. 7 |
| | | Umatilla Morrow Radio and Data District | | | Grant County Public Hospital District No. 1 |
| | | Umatilla Reservation Housing Authority | | | Grant County Public Hospital District No. 2 |
| | | Umatilla Rural Fire Protection District | | | Grant County Public Hospital District No. 3 |
| | | Union Cemetery District | | | Grant County Public Hospital District No. 4 |
| | | Vale Oregon Irrigation District | | | Grant County Public Utility District No. 2 |
| | | Valley View Water District | | | Grant Transit Authority |
| | | Vandevort Acres Special Road District | | | Grays Harbor Conservation District |
| | | Vineyard Mountain Water and Improvement District | | | Grays Harbor County Fire Protection District No. 1 |
| | | Walla Walla River Irrigation District | | | Grays Harbor County Fire Protection District No. 12 |
| | | Walla Walla County Health Care District | | | Grays Harbor County Fire Protection District No. 14 |
| | | Wamic Water and Sanitary Authority | | | Grays Harbor County Fire Protection District No. 2 |
| | | Warm Springs Housing Authority | | | Grays Harbor County Fire Protection District No. 7 |
| | | Wasco County Soil and Water Conservation District | | | Grays Harbor County Housing Authority |
| | | Washington County Fire District No. 2 | | | Grays Harbor County Water District No. 1 |
| | | Washington County Housing Authority | | | Grays Harbor County Water District No. 2 |
| | | Water Wonderland Improvement District | | | Grays Harbor Drainage District No. 1 |
| | | Wedderburn Sanitary District | | | Grays Harbor Fire District No. 10 |
| | | West Slope Water District | | | Grays Harbor Historical Seaport Authority |
| | | West Valley Housing Authority | | | Grays Harbor Public Utility District No. 1 |
| | | Western Lane Ambulance District | | | Grays Harbor Transportation Authority |
| | | Westport Wauna Rural Fire Protection District | | | Greater Wenatchee Irrigation District |
| | | Westwood Hills Road District | | | Greater Wenatchee Regional Events Center Public Facilities District |
| | | Ward Memorial Park District | | | Green Tank Irrigation District No. 11 |
| | | Wickiup Water District | | | Hartstone Pointe Water-Sewer District |
| | | Willamalane Park and Recreation District | | | Highland Water District |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|--------|-------|---|----------------|------|---|
| | | Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes | | | Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Incheellum Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapaowin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District |

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Washington

- Lewis County Conservation District
- Lewis County Fire District No. 1
- Lewis County Fire District No. 11
- Lewis County Fire District No. 13
- Lewis County Fire District No. 18
- Lewis County Fire District No. 9
- Lewis County Fire Protection District No. 14
- Lewis County Fire Protection District No. 16
- Lewis County Fire Protection District No. 2
- Lewis County Fire Protection District No. 5
- Lewis County Fire Protection District No. 6
- Lewis County Fire Protection District No. 8
- Lewis County Hospital District No. 1
- Lewis County Public Facilities District
- Lewis County Public Utility District No. 1
- Lewis County Water District No. 1
- Lewis County Water District No. 3
- Lewis Public Transportation Benefit Area Authority
- Liberty Lake Sewer and Water District
- Lincoln County Fire District No. 1
- Lincoln County Fire District No. 4
- Lincoln County Fire Protection District No. 5
- Lincoln County Fire Protection District No. 6
- Lincoln County Fire Protection District No. 8
- Lincoln County Hospital District No. 3
- Lincoln-Adams County Fire Protection District No. 3
- Longview Housing Authority
- Lopez Island Library District
- Lower Elwha Housing Authority
- Lower Squilchuck Irrigation District
- Lummi Housing Authority
- Lummi Tribal Sewer and Water District
- Makah Housing Authority
- Malaga Water District
- Manchester Water District
- Manson Park and Recreation District
- Marshland Flood Control District
- Marysville Fire District
- Mason Conservation District
- Mason County Fire District No. 13
- Mason County Fire District No. 17
- Mason County Fire District No. 2
- Mason County Fire District No. 4
- Mason County Fire Protection District No. 5
- Mason County Fire Protection District No. 8
- Mason County Housing Authority
- Mason County Public Hospital District No. 1
- Mason County Public Utility District No. 1
- Mason County Public Utility District No. 3
- Mason County Transit Authority
- Methow Valley Irrigation District
- Mid-Columbia Library District
- Midway Sewer District
- Moab Irrigation District No. 20
- Moses Lake Irrigation and Rehabilitation District
- Mukilteo Water and Wastewater District
- Naches-Selah Irrigation District
- North Beach Water District
- North Central Washington Economic Development District
- North City Water District
- North County Regional Fire Authority
- North Highline Fire District
- North Perry Avenue Water District
- North Whidbey Park and Recreation District
- Northeast Sammamish Sewer and Water District
- Northshore Utility District
- Northwest Park and Recreation District No. 2
- Okanogan Conservation District
- Okanogan County Cemetery District No. 4
- Okanogan County Fire District No. 6
- Okanogan County Fire Protection District No. 11
- Okanogan County Housing Authority
- Okanogan County Public Hospital District No. 3
- Okanogan County Public Hospital District No. 4
- Okanogan County Public Utility District No. 1
- Okanogan Fire Protection District No. 16
- Okanogan Irrigation District
- Olympic View Water and Sewer District
- Olympus Terrace Sewer District
- Orcas Island Library District
- Orchard Avenue Irrigation District No. 6
- Oroville Housing Authority
- Oroville-Tonasket Irrigation District
- Othello Housing Authority
- Pacific Conservation District
- Pacific County Fire District No. 2
- Pacific County Fire Protection District No. 1
- Pacific County Fire Protection District No. 3
- Pacific County Public Healthcare Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific Hospital Preservation and Development Authority
- Palouse Conservation District
- Pasco/Franklin County Housing Authority
- Pend Oreille County Fire District No. 2

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- Pend Oreille County Fire District No. 4
- Pend Oreille County Fire District No. 5
- Pend Oreille County Library District
- Pend Oreille County Public Hospital District No. 1
- Pend Oreille County Public Utility District No. 1
- Peninsula Housing Authority
- Peninsula Metropolitan Park District
- Peshastin Irrigation District
- Peshastin Water District
- Pierce Conservation District
- Pierce County Fire District No. 13
- Pierce County Fire District No. 16
- Pierce County Fire District No. 18
- Pierce County Fire District No. 23
- Pierce County Fire District No. 27
- Pierce County Fire District No. 3
- Pierce County Fire District No. 5
- Pierce County Fire District No. 8
- Pierce County Fire Protection District No. 14
- Pierce County Fire Protection District No. 2
- Pierce County Fire Protection District No. 21
- Pierce County Housing Authority
- Pike Place Market Preservation and Development Authority
- Point Roberts Water District No. 4
- Ponderay Shores Water and Sewer District
- Port Ludlow Drainage District
- Prescott Joint Parks and Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No- 1
- Puyallup Tribal Health Authority
- Quileute Housing Authority
- Quinalt Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Richland Housing Authority
- Richland Public Facilities District
- Ronald Wastewater District
- Roza Irrigation District
- Sacheen Lake Sewer and Water District
- Sammamish Plateau Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Scatchet Head Water District
- Seattle Chinatown International District Preservation and Development Author
- Seattle Housing Authority
- Seattle Southside Regional Tourism Authority
- Selah-Moxee Irrigation District
- Si View Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water And Sewer District
- Silverdale Water District
- Skagit Conservation District
- Skagit County Cemetery District No. 2
- Skagit County Fire District No. 10
- Skagit County Fire District No. 11
- Skagit County Fire District No. 15
- Skagit County Fire District No. 9
- Skagit County Fire Protection District No. 13
- Skagit County Fire Protection District No. 14
- Skagit County Fire Protection District No. 2
- Skagit County Fire Protection District No. 3
- Skagit County Fire Protection District No. 4
- Skagit County Fire Protection District No. 5
- Skagit County Fire Protection District No. 8
- Skagit County Housing Authority
- Skagit County Public Hospital District No. 1
- Skagit County Public Hospital District No. 2
- Skagit County Public Hospital District No. 304
- Skagit County Public Utility District No. 1
- Skagit County Sewer District No. 1
- Skagit County Sewer District No. 2
- Skagit Valley Public Hospital District No. 1
- Skamania County Fire District No. 1
- Skamania County Fire District No. 4
- Skamania County Public Hospital District No. 1
- Skamania County Public Utility District No. 1
- Skamokawa Water and Sewer District
- Skyway Water and Sewer District
- Snohomish County Fire District No. 15
- Snohomish County Fire District No. 16
- Snohomish County Fire District No. 19
- Snohomish County Fire District No. 26
- Snohomish County Fire District No. 5
- Snohomish County Fire Protection District No. 1
- Snohomish County Fire Protection District No. 17
- Snohomish County Fire Protection District No. 21
- Snohomish County Fire Protection District No. 22
- Snohomish County Fire Protection District No. 25
- Snohomish County Fire Protection District No. 28
- Snohomish County Fire Protection District No. 3
- Snohomish County Fire Protection District No. 7

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Snohomish County Housing Authority
 Snohomish County Public Hospital District No. 1
 Snohomish County Public Hospital District No. 2
 Snohomish County Public Utility District No. 1
 Snohomish Health District
 Snohomish River Regional Water Authority
 Snoqualmie Valley Hospital District
 South Columbia Basin Irrigation District
 South Correctional Entity Public Development Authority
 South Naches Irrigation District
 South Whatcom Fire Authority
 South Whidbey Parks and Recreation District
 South Yakima Conservation District
 Southwest Suburban Sewer District
 Spokane Conservation District
 Spokane County Fire District No. 12
 Spokane County Fire District No. 2
 Spokane County Fire District No. 4
 Spokane County Fire Protection District No. 10
 Spokane County Fire Protection District No. 11
 Spokane County Fire Protection District No. 13
 Spokane County Fire Protection District No. 3
 Spokane County Fire Protection District No. 5
 Spokane County Fire Protection District No. 8
 Spokane County Fire Protection District No. 9
 Spokane County Library District
 Spokane County Water District No. 3
 Spokane Housing Authority
 Spokane Indian Housing Authority
 Spokane Public Facilities District
 Spokane Regional Health District
 Spokane Transit Authority
 Startup Water District
 Steptoe Sewer District No. 1
 Stevens County Fire District No. 2
 Stevens County Fire District No. 6
 Stevens County Fire Protection District No. 1
 Stevens County Fire Protection District No. 10
 Stevens County Fire Protection District No. 12
 Stevens County Fire Protection District No. 5
 Stevens County Public Utility District No. 1
 Stevens County Rural Library District
 Stevens Pass Sewer District
 Sun Harbor Water District No. 3
 Sunnyside Housing Authority
 Sunnyside Valley Irrigation District
 Sunnyslope Water District
 Swinomish Housing Authority
 Tacoma Community Redevelopment Authority
 Tacoma Housing Authority
 Tacoma Metropolitan Park District
 Terrace Heights Sewer District
 Thea Foss Waterway Development Authority
 Three Rivers Regional Wastewater Authority
 Thurston Conservation District
 Thurston County Fire District No. 12
 Thurston County Fire District No. 4
 Thurston County Fire District No. 9
 Thurston County Fire Protection District No. 3
 Thurston County Fire Protection District No. 5
 Thurston County Fire Protection District No. 6
 Thurston County Fire Protection District No. 8
 Thurston County Housing Authority
 Thurston County Public Utility District No. 1
 Tri-County Economic Development District
 Tukwila Metropolitan Park District
 Underwood Conservation District
 Union Gap Irrigation District
 Val Vue Sewer District
 Valley Regional Fire Authority
 Valley View Sewer District
 Valley Water District
 Vancouver Housing Authority
 Vashon Park District
 Wahkiakum County Public Utility District No. 1
 Wahkiakum Fire Protection District No. 1
 Wahkiakum Port District No. 1
 Walla Walla County Fire Protection District No. 1
 Walla Walla County Fire Protection District No. 3
 Walla Walla County Fire Protection District No. 4
 Walla Walla County Fire Protection District No. 5
 Walla Walla County Fire Protection District No. 8
 Walla Walla County Rural Library District
 Walla Walla Housing Authority
 Wallula Water District No. 1
 Washington State Convention Center Public Facilities District
 Washington State Major League Baseball Stadium Public Facilities District
 Washington State Tobacco Settlement Authority
 Water District 10
 Wells Ranch Irrigation District
 Wenatchee Reclamation District
 Wenatchee-Chiwawa Irrigation District
 West Sound Utility District
 Whatcom Conservation District

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Whatcom County Fire District No. 1
 Whatcom County Fire District No. 11
 Whatcom County Fire District No. 14
 Whatcom County Fire District No. 16
 Whatcom County Fire District No. 17
 Whatcom County Fire District No. 4
 Whatcom County Fire District No. 5
 Whatcom County Fire District No. 7
 Whatcom County Fire District No. 8
 Whatcom County Public Utility District No. 1
 Whatcom County Water District No. 12
 Whatcom County Water District No. 13
 Whatcom County Water District No. 2
 Whatcom County Water District No. 7
 Whatcom Transportation Authority
 Whidbey Island Public Hospital District
 Whitestone Reclamation District
 Whitman County Fire District No. 11
 Whitman County Fire Protection District No. 12
 Whitman County Fire Protection District No. 14
 Whitman County Fire Protection District No. 7
 Whitman County Public Hospital District No. 3
 Whitman County Rural Library District
 Whitworth Water District No. 2
 Willapa Valley Water District
 William Shore Memorial Pool District
 Williams Lake Sewer District No. 2
 Wine Science Center Development Authority
 Wollochet Harbor Sewer District
 Woodinville Water District
 Yakima County Fire District No. 1
 Yakima County Fire District No. 3
 Yakima County Fire District No. 4
 Yakima County Fire District No. 5
 Yakima County Fire District No. 6
 Yakima County Fire Protection District No. 12
 Yakima County Fire Protection District No. 14
 Yakima County Mosquito Control District
 Yakima Housing Authority
 Yakima Regional Clean Air Authority
 Yakima Rural County Library District
 Yakima-Tieton Irrigation District

State

North Seattle Community College
 Seattle Colleges
 State Of Washington
 Washington State Department of Enterprise Services
 Washington State Department of Health
 Washington State Department of Social and Health Services
 Washington State Health Care Authority

Tribal

Columbia River Inter-Tribal Fish Commission
 Confederated Tribes of the Chehalis Reservation
 Confederated Tribes of the Colville Reservation
 Confederated Tribes of the Yakama Nation
 Cowlitz Indian Tribe
 Hoh Indian Tribe
 Jamestown S'Klallam Tribe
 Kalispel Tribe of Indians
 Lower Elwha Klallam Tribe
 Lummi Indian Nation
 Makah Tribe
 Muckleshoot Indian Tribe
 Nisqually Indian Tribe
 Nooksack Indian Tribe
 Port Gamble S'Klallam Tribe
 Puyallup Tribe of Indians
 Quileute Indian Tribe
 Quinalt Indian Nation
 Samish Indian Nation
 Sauk-Suiattle Indian Tribe
 Skokomish Indian Tribe
 Snoqualmie Indian Tribe
 Spokane Tribe
 Squaxin Island Tribe
 Stillaguamish Tribe of Indians
 Suquamish Tribe
 Swinomish Indian Tribal Community
 Tulalip Tribes
 Upper Skagit Indian Tribe
 Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town

City of Alexandria
 City of Bristol
 City of Buena Vista
 City of Charlottesville
 City of Chesapeake
 City of Colonial Heights
 City of Covington
 City of Danville
 City of Emporia
 City of Fairfax
 City of Falls Church
 City of Franklin
 City of Fredericksburg
 City of Galax
 City of Hampton
 City of Harrisonburg
 City of Hopewell
 City of Lexington
 City of Lynchburg
 City of Manassas
 City of Manassas Park
 City of Martinsville
 City of Newport News
 City of Norfolk
 City of Norton
 City of Petersburg
 City of Poquoson
 City of Portsmouth
 City of Radford
 City of Richmond
 City of Roanoke
 City of Salem
 City of Staunton
 City of Suffolk
 City of Virginia Beach
 City of Waynesboro
 City of Williamsburg
 City of Winchester
 Town of Albemarle
 Town of Altavista
 Town of Amherst
 Town of Appalachee
 Town of Appomattox
 Town of Ashland
 Town of Bedford
 Town of Berryville
 Town of Big Stone Gap
 Town of Blacksburg
 Town of Bluefield
 Town of Boones Mill
 Town of Bowling Green
 Town of Boyce
 Town of Boydton
 Town of Bridgewater
 Town of Broadway
 Town of Brodnax
 Town of Brookneal
 Town of Buchanan
 Town of Burkeville
 Town of Cape Charles
 Town of Cedar Bluff
 Town of Charlotte Court House
 Town of Chase City
 Town of Chatham
 Town of Cheriton
 Town of Chilhowie
 Town of Chincoteague
 Town of Christiansburg
 Town of Claremont
 Town of Clarksville
 Town of Clifton
 Town of Clifton Forge
 Town of Clinchco
 Town of Clintwood
 Town of Coeburn
 Town of Colonial Beach
 Town of Columbia
 Town of Courland
 Town of Craigsville
 Town of Crewe
 Town of Culpeper
 Town of Damascus
 Town of Dayton
 Town of Dendron
 Town of Dilwyn
 Town of Drakes Branch
 Town of Dublin
 Town of Dumfries
 Town of Dungsannon

Special Districts

Accomack-Norhampton Transportation District
 Albemarle County Service Authority
 Albemarle-Charlottesville Regional Jail Authority
 Alexandria Redevelopment and Housing Authority
 Appomattox River Water Authority
 Bath County Airport Authority
 Bedford County Economic Development Authority
 Bedford Regional Water Authority
 Big Stone Gap Redevelopment and Housing Authority
 Blacksburg-Christiansburg-VPI Water Authority
 Blacksburg-Virginia Polytechnic Institute Sanitation Authority
 Blue Ridge Airport Authority
 Blue Ridge Crossroads Economic Development Authority
 Blue Ridge Regional Jail Authority
 Blue Ridge Soil and Water Conservation District
 Bristol Redevelopment and Housing Authority
 Brookneal-Campbell County Airport Authority
 Brunswick County Industrial Development Authority
 Buchanan County Industrial Development Authority
 Buena Vista Public Service Authority
 Campbell County Utilities and Service Authority
 Carroll County Industrial Development Authority
 Carroll-Grayson-Galax Solid Waste Authority
 Castlewood Water and Sewage Authority
 Central Shenandoah Planning District Commission
 Central Virginia Regional Jail Authority
 Central Virginia Waste Management Authority
 Charlottesville Redevelopment and Housing Authority
 Charlottesville-Albemarle Airport Authority
 Chesapeake Airport Authority
 Chesapeake Bay Bridge and Tunnel District
 Chesapeake Hospital Authority
 Chesapeake Redevelopment and Housing Authority
 Coeburn-Norton-Wae Regional Wastewater Authority
 Craie-New Castle Solid Waste Authority
 Crater District Area Agency on Aging/Foster Grandparent Program, Inc.
 Culpeper Soil and Water Conservation District
 Cumberland Plateau Planning District Commission
 Cumberland Plateau Regional Housing Authority
 Cumberland Plateau Regional Waste Management Authority
 Danville Redevelopment and Housing Authority
 Danville-Pittsylvania County Regional Industrial Facilities Authority
 Dickenson County Industrial Development Authority
 Dickenson County Public Service Authority
 Dinwiddie Airport and Industrial Authority
 Dinwiddie County Water Authority
 District Three Governmental Cooperative
 Dryden Water Authority
 Eastern Shore of Virginia Broadband Authority
 Essex County Industrial Development Authority
 Fairfax County Economic Development Authority
 Fairfax County Park Authority
 Fairfax County Redevelopment and Housing Authority
 Fairfax County Water Authority
 Fauquier County Water and Sanitation Authority
 Floyd County Economic Development Authority
 Floyd-Floyd County Public Service Authority
 Franklin Redevelopment and Housing Authority
 Frederick County Sanitation Authority
 Fredericksburg Stafford Park Authority
 Frederick-Winchester Service Authority
 Front Royal-Warren County Economic Development Authority
 Ft. Monroe Authority
 Giles County Public Service Authority
 Greensville County Water and Sewer Authority
 Halifax County Industrial Development Authority
 Halifax County Service Authority
 Hampton Redevelopment and Housing Authority
 Hampton Roads Planning District Commission
 Hampton Roads Regional Jail Authority
 Hampton Roads Sanitation District
 Harrisonburg Redevelopment and Housing Authority
 Harrisonburg-Rockingham Regional Sewer Authority
 Headwaters Soil and Water Conservation District
 Hopewell Redevelopment and Housing Authority
 James River Water Authority
 John Flannagan Water Authority
 Joint Public Service Authority
 Lee County Industrial Development Authority
 Lee County Public Service Authority
 LENOISCO Planning District Commission
 Lord Fairfax Soil and Water Conservation District
 Loudoun County Sanitation Authority
 Louisa County Water Authority
 Lynchburg Redevelopment and Housing Authority
 Marion Redevelopment and Housing Authority
 Maury Service Authority
 Mecklenburg-Brunswick Regional Airport Authority
 Meherrin River Regional Jail Authority
 Middle Peninsula Regional Airport Authority

Public K-12

Accomack County Public Schools
 Albemarle County Public Schools
 Alexandria City Public Schools
 Alleghany County Public Schools
 Amelia County Public Schools
 Amherst County Public Schools
 Appomattox County Public Schools
 Arlington Public Schools
 Atlantic Shores Christian Schools
 Augusta County Public Schools
 Bath County Public Schools
 Bedford County Public Schools
 Bland County Public Schools
 Botetourt County Public Schools
 Bristol Virginia Public Schools
 Brunswick County Public Schools
 Buchanan County Schools
 Buckingham County Public Schools
 Buena Vista City Public Schools
 Campbell County Public Schools
 Caroline County Public Schools
 Carroll County Public Schools
 Charles City County School District
 Charlotte County Public Schools
 Charlottesville City Schools
 Chesapeake Public Schools
 Chesterfield County Public Schools
 Clarke County School District
 Colonial Beach Schools
 Colonial Heights Public Schools
 Copper River School District
 Covington City Public Schools
 Craig County Public Schools
 Culpeper County Public Schools
 Craie-New Castle Solid Waste Authority
 Danville Public Schools
 Dickenson County Public Schools
 Dinwiddie County Public Schools
 Fairfax County Public Schools
 Falls Church City Public Schools
 Fauquier County Public Schools
 Floyd County Public Schools
 Fluvanna County Public Schools
 Franklin City Schools
 Franklin County Public Schools
 Frederick County Public Schools
 Fredericksburg City Public Schools
 Galax City Public Schools
 Giles County Public Schools
 Gloucester County Public Schools
 Goochland County Public Schools
 Grayson County Public Schools
 Greene County Schools
 Greensville County Public Schools
 Halifax County Public Schools
 Hampton City Schools
 Hanover County Public Schools
 Harrisonburg City Public Schools
 Henrico County Public Schools
 Henry County Public Schools
 Highland County Public Schools
 Hopewell Public Schools
 Imagine Schools
 Isle of Wight County Schools
 King and Queen County Public Schools
 King George County Public Schools
 King William County Public Schools
 Lancaster County Public Schools
 Lee County Public Schools
 Lexington City Schools
 Loudoun County Public Schools
 Louisa County Public Schools
 Lynchburg City Schools
 Madison County Public Schools
 Manassas City Public Schools
 Manassas Park City Schools
 Martinsville Public Schools
 Mathews County School District
 Mecklenburg County Public Schools
 Lee County Public Service Authority
 Montgomery County Public Schools
 Nelson County Public Schools
 New Kent County Schools
 Newport News Public Schools
 Norfolk Public Schools
 Northampton County School District
 Northumberland County Public Schools
 Norton City Public Schools
 Nottoway County Public Schools
 Orange County Public Schools

County

Accomack County
 Albemarle County
 Alleghany County
 Amelia County
 Amherst County
 Appomattox County
 Arlington County
 Bath County
 Bedford County
 Bedford County Public Service Authority
 Bland County
 Botetourt County
 Brunswick County
 Buchanan County
 Buchanan County Public Service Authority
 Buckingham County Board of Supervisors
 Campbell County
 Caroline County
 Carroll County
 Carroll County Public Service Authority
 Charles City County
 Charlotte County
 Charlottesville County
 Clarke County
 Craig County
 Culpeper County
 Cumberland County
 Dickenson County
 Dinwiddie County
 Essex County
 Fairfax County
 Fauquier County
 Fluvanna County
 Gloucester County
 Giles County
 Gloucester County
 Goochland County
 Grayson County
 Greene County
 Greensville County
 Halifax County
 Hanover County
 Henrico County
 Henry County
 Henry County Public Service Authority
 Highland County
 Isle of Wight County
 James City County
 King and Queen County
 King George County
 King George County Service Authority
 King William County
 Lancaster County
 Lee County
 Loudoun County
 Louisa County
 Lunenburg County
 Madison County
 Mathews County
 Mecklenburg County
 King and Queen County Public Schools
 Montgomery County
 Nelson County
 New Kent County
 Northampton County
 Nottoway County
 Orange County
 Page County
 Patrick County
 Pittsylvania County
 Pittsylvania County Service Authority
 Powhatan County
 Prince Edward County
 Prince George County
 Prince William County
 Prince William County Service Authority
 Pulaski County
 Rappahannock County
 Richmond County
 Roanoke County
 Rockbridge County
 Rockbridge County Public Service Authority
 Rockingham County
 Russell County
 Scott County

Public Higher Education

Blue Ridge Community College
 Central Virginia Community College
 Christopher Newport University
 College of William and Mary
 Dabney S. Lancaster Community College
 Danville Community College
 Eastern Shore Community College
 Eastern Virginia Medical School
 George Mason University
 Germanna Community College
 J. Sargeant Reynolds Community College
 James Madison University
 John Tyler Community College
 Longwood University
 Lord Fairfax Community College
 Massanutten Technical Center
 Buckingham County
 New College Institute
 New River Community College
 Norfolk State University
 Northern Virginia Community College
 Old Dominion University
 Patrick Henry Community College
 Paul D. Camp Community College
 Piedmont Virginia Community College
 Radford University
 Rappahannock Community College
 Richard Bland College
 Rowan Technical Center
 Southern Virginia Higher Education Center
 Southside Virginia Community College
 Southwest Virginia Community College
 State Council of Higher Education for Virginia
 Thomas Nelson Community College
 Tidewater Community College
 University of Mary Washington
 University of Virginia
 University of Virginia Foundation
 University of Virginia Health System
 University of Virginia, Wise
 Virginia College Savings Plan
 Virginia Commonwealth University
 Virginia Community College System
 Virginia Highlands Community College
 Virginia Military Institute
 Virginia Polytechnic Institute and State University
 Virginia State University
 Virginia Western Community College
 Wytheville Community College

State

State of Virginia
 Virginia Department of Behavioral Health and Developmental Services
 Virginia Department of General Services
 Virginia Department of Health
 Virginia Department of Health Professions
 Virginia Department of Public Works

Townships

Township of Green, Ross County

| City/Town | Special Districts | Public K-12 | County | Public Higher Education | State | Townships |
|------------------------|--|---|---|-------------------------|-------|-----------|
| Town of Elkton | Montgomery County Public Service Authority | Page County Public Schools | Scott County Public Service Authority | | | |
| Town of Exmore | Montgomery Regional Solid Waste Authority | Patrick County Public Schools | Shenandoah County | | | |
| Town of Farmville | Mt. Rogers Planning District Commission | Petersburg City Public Schools | Smyth County | | | |
| Town of Fincastle | New River Regional Water Authority | New River Regional Water Authority | Southampton County | | | |
| Town of Floyd | New River Resource Authority | Poquoson City Public Schools | Spotsylvania County | | | |
| Town of Fries | New River Valley Planning District Commission | Portsmouth Public Schools | Stafford County | | | |
| Town of Front Royal | New River Valley Regional Jail Authority | Powhatan County Public Schools | Surry County | | | |
| Town of Gate City | Newport News Redevelopment and Housing Authority | Prince Edward County Schools | Sussex County | | | |
| Town of Gate Spring | Nicholas County Solid Waste Authority | Prince George County Public Schools | Tazewell County | | | |
| Town of Glasgow | Norfolk Airport Authority | Prince William County Schools | Tri-County Lake Administrative Commission | | | |
| Town of Glen Lyn | Norfolk Economic Development Authority | Pulaski County Public Schools | Warren County | | | |
| Town of Gordonsville | Norfolk Redevelopment and Housing Authority | Radford City Schools | Washington County | | | |
| Town of Goshen | Norfolk Redevelopment and Housing Authority | Rappahannock County Public Schools | Westmoreland County | | | |
| Town of Gretna | Northern Neck Planning District Commission | Richmond City Public Schools | Wise County | | | |
| Town of Grotoes | Northern Virginia Regional Park Authority | Richmond County Public Schools | Wythe County | | | |
| Town of Halifax | Northern Virginia Transportation Authority | Roanoke City Public Schools | York County | | | |
| Town of Hamilton | Northwestern Regional Jail Authority | Roanoke County Public Schools | | | | |
| Town of Haymarket | NRV Regional Water Authority | Rockbridge County Schools | | | | |
| Town of Hayti | Pamunkey Regional Jail Authority | Rockingham County Public Schools | | | | |
| Town of Herndon | Patrick County Economic Development Authority | Russell County Public Schools | | | | |
| Town of Hillsville | Pepper's Ferry Regional Wastewater Treatment Authority | Salem City Schools | | | | |
| Town of Honaker | Petersburg Redevelopment and Housing Authority | Scott County Public Schools | | | | |
| Town of Hurt | Peumansend Creek Regional Jail Authority | Shenandoah County Public Schools | | | | |
| Town of Independence | Piedmont Soil and Water Conservation District | Smyth County Public Schools | | | | |
| Town of Iron Gate | Planning District One Behavioral Health Services | Southampton County Public Schools | | | | |
| Town of Irvington | Portsmouth Redevelopment and Housing Authority | Spotsylvania County Public Schools | | | | |
| Town of Jonesville | Prince William County Park Authority | Stafford County Public Schools | | | | |
| Town of Kenbridge | Pulaski County Public Service Authority | Stafford County Public Schools | | | | |
| Town of Keyville | Pulaski County Sewerage Authority | Staunton City Schools | | | | |
| Town of Kilmarnock | Radford Industrial Development Authority | Suffolk Public Schools | | | | |
| Town of La Crosse | Radford Industrial Development Authority | Surry County Public Schools | | | | |
| Town of Lawrenceville | Randolph County Water, Sewer and Fire Protection Authority | Sussex County Public Schools | | | | |
| Town of Leesburg | Rapidan Service Authority | Tazewell County Public Schools | | | | |
| Town of Louisa | Rappahannock Regional Jail Authority | Virginia Beach City Public Schools | | | | |
| Town of Lovettsville | Rappahannock-Shenandoah-Warren Regional Jail Authority | Warren County Public Schools | | | | |
| Town of Luray | Region 2000 Services Authority | Washington County School District | | | | |
| Town of Marion | Richmond Behavioral Health Authority | Waynesboro Public Schools | | | | |
| Town of Middleburg | Richmond Hospital Authority | West Point Public Schools | | | | |
| Town of Middletown | Richmond Metropolitan Authority | Westmoreland County Public Schools | | | | |
| Town of Mineral | Richmond Redevelopment and Housing Authority | Williamsburg-James City County Public Schools | | | | |
| Town of Monterey | Richmond Regional Planning District Commission | Winchester Public Schools | | | | |
| Town of Montross | Rivanna Solid Waste Authority | Wise County Public Schools | | | | |
| Town of Mt. Jackson | Rivanna Water and Sewer Authority | Wythe County Public Schools | | | | |
| Town of Narrows | Riverside Regional Jail Authority | York County Public Schools | | | | |
| Town of New Castle | Roanoke Redevelopment and Housing Authority | | | | | |
| Town of New Market | Roanoke River Service Authority | | | | | |
| Town of Nickelsville | Roanoke Valley Broadband Authority | | | | | |
| Town of Occoquan | Roanoke Valley Resource Authority | | | | | |
| Town of Onancock | Robert E. Lee Soil and Water Conservation District | | | | | |
| Town of Orange | Rockbridge Area Network Authority | | | | | |
| Town of Pamplin City | Rockbridge County Solid Waste Authority | | | | | |
| Town of Parkley | Rockbridge County Solid Waste Authority | | | | | |
| Town of Pearisburg | Russell County Industrial Development Authority | | | | | |
| Town of Pembroke | Russell County Public Service Authority | | | | | |
| Town of Pennington Gap | Scott County Economic Development Authority | | | | | |
| Town of Phenix | Scott County Redevelopment and Housing Authority | | | | | |
| Town of Pocahontas | Shenandoah Valley Soil and Water Conservation District | | | | | |
| Town of Pound | Smyth County Industrial Development Authority | | | | | |
| Town of Pulaski | Smyth Washington Regional Industrial Facilities Authority | | | | | |
| Town of Purcellville | South Central Wastewater Authority | | | | | |
| Town of Quantico | Southeastern Public Service Authority | | | | | |
| Town of Remington | Southside Planning District | | | | | |
| Town of Rich Creek | Southside Regional Jail Authority | | | | | |
| Town of Richlands | Southwest Regional Recreation Authority | | | | | |
| Town of Ridgeway | Southwest Virginia Regional Jail Authority | | | | | |
| Town of Rocky Mount | Suffolk Redevelopment and Housing Authority | | | | | |
| Town of Round Hill | Tappahannock-Stafford County Airport Authority | | | | | |
| Town of Rural Retreat | Tazewell County Airport Authority | | | | | |
| Town of Saltville | Tazewell County Industrial Development Authority | | | | | |
| Town of Scottsville | Tazewell County Public Service Authority | | | | | |
| Town of Shenandoah | Tazewell County Public Service Authority | | | | | |
| Town of Smithfield | Thomas Jefferson Planning District Commission | | | | | |
| Town of South Boston | Thomas Jefferson Soil and Water Conservation District | | | | | |
| Town of South Hill | Toms Brook-Mauertown Sanitary District | | | | | |
| Town of St. Paul | Upper Occoquan Service Authority | | | | | |
| Town of Stanley | Valley Municipal Utility District No. 2 | | | | | |
| Town of Stephens City | Vint Hill Economic Development Authority | | | | | |
| Town of Strasburg | Virginia Beach Development Authority | | | | | |
| Town of Stuart | Virginia Commercial Space Flight Authority | | | | | |
| Town of Tangier | Virginia Highlands Airport Authority | | | | | |
| Town of Tappahannock | Virginia Housing Development Authority | | | | | |
| Town of Tazewell | Virginia Peninsulas Public Service Authority | | | | | |
| Town of Timberville | Virginia Port Authority | | | | | |
| Town of Trouville | Virginia Resources Authority | | | | | |
| Town of Urbanna | Virginia Tech/Montgomery Regional Airport Authority | | | | | |
| Town of Victoria | Virginia (Carolina) Water Authority | | | | | |
| Town of Vienna | Virginia's First Regional Industrial Facility Authority | | | | | |
| Town of Vinton | Washington County Industrial Development Authority | | | | | |
| Town of Wakefield | Washington County Service Authority | | | | | |
| Town of Warrenton | Waynesboro Economic Development Authority | | | | | |
| Town of Warsaw | Waynesboro Redevelopment and Housing Authority | | | | | |
| Town of Washington | West Piedmont Planning District | | | | | |
| Town of Waverly | Western Virginia Water Authority | | | | | |
| Town of West Point | Williamsburg Area Transit Authority | | | | | |
| Town of White Stone | Winchester Regional Airport Authority | | | | | |
| Town of Windsor | Wired Road Authority | | | | | |
| Town of Wise | Wise County Public Service Authority | | | | | |
| Town of Woodstock | Wise County Redevelopment and Housing Authority | | | | | |
| Town of Wytheville | Woodway Water and Sewer Authority | | | | | |
| | Wytheville Redevelopment and Housing Authority | | | | | |

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address a Member’s specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor’s compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
- b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. 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); and

Appendix D

f. 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).

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Appendix D

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____



ADDENDUM ONE (1)
to that certain
Sourcewell RFP #080818
Issued by
Sourcewell SM (Formerly NJPA)
for the procurement of

SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

Consider the following to be part of the above-titled RFP: Appendix D.

Appendix D, referenced in Form A - Question 35, was erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendix D** is attached to this Addendum, and has now been added to the posted version of the RFP document.

Acknowledgment of Addendum One (1) to RFP #080818 emailed on July 17, 2018.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

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Appendix D

f. 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).

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- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO) Initials of Authorized Representative

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Appendix D

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

458-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

October

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between Boone County and P & M Properties, LLC.

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

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: September 17, 2020

Developer/Owner Name: P & M Properties LLC
Address: 3825 Hart Ridge Rd.
Hartsburg, MO 65039

Development: Bellaridge Plat 4

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Bellaridge Plat 4. The SWPPP and ESC was prepared by Simon & Struempff Engineering on July 2020.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 17th day of September 2022 and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$48,413.17, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to September 17, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the irrevocable letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing irrevocable letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on September 17, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the irrevocable letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
 6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
 7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
 8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
 9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in



1511 Friendship Road, Jefferson City, MO 65101

573-635-0019 • midambk.com

September 23, 2020

**IRREVOCABLE LETTER OF CREDIT
NO. 252**

AMOUNT: \$48,413.57

County of Boone

Attn: Director, Resource Management
801 E Walnut Street, Room 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on Mid America Bank for the account of P&M Properties, LLC up to an aggregate amount of \$48,413.57 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Mid America Bank Letter of Credit #252 dated September 23, 2020."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before September 23, 2022, provided further that upon such expiration, either at September 23, 2022, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Mid America Bank with the 60-day period prior to the then-effective date of expiration of this letter of credit.

Wardsville • Meta • Linn • Holts Summit • Belle • Jefferson City





1511 Friendship Road, Jefferson City, MO 65101

573-635-0019 • midambk.com


Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), the International Chamber of Commerce Publication #500.

Sincerely yours,

By:



Dan Lewis, Vice President

Wardsville • Meta • Linn • Holts Summit • Belle • Jefferson City

Member
FDIC

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: 

Printed Name: MARKIN POWERS / Pam Properties LLC.

Title: OWNER

BOONE COUNTY, MISSOURI:

Department of Resource Management


Bill Florea, Director Resource Management

County Commission:


Daniel K. Atwill, Presiding Commissioner

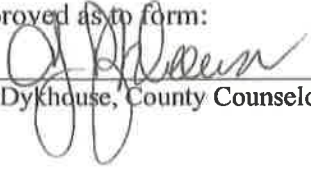
Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer


Tom Darrrough, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor

4/59-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ca.

In the County Commission of said county, on the

8th

day of

October

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for CARES Funding for utility assistance between Boone County and Central Missouri Community Action.

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

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING
CARES FUNDING FOR UTILITY ASSISTANCE

THIS AGREEMENT dated the 8th day of October, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the **Central Missouri Community Action**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**CMCA**".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally-responsible manner; and

WHEREAS, CMCA has experience administering utility assistance programs to persons in need of such assistance; and

WHEREAS, County desires to assist those Boone County residents who are behind in utility payments due to impacts from COVID-19; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation, including submission through the County's electronic portal operated by County's Office of Emergency Management; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury, most recently updated as of September 2, 2020, is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for CARES funding, the US Treasury Guidance incorporated above, and the Boone County federal funding certification dated April 29, 2020. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay CMCA an amount not-to-exceed Five Hundred Thousand Dollars (\$500,000.00) for a utility assistance program as more fully described herein, with no more than 5% of said funding being used by CMCA for its actual costs to administer the program.

4. **Utility Assistance Program.** County agrees to provide funding for, and CMCA agrees to administer, a utility assistance program. CMCA will cooperate with County, by and through Boone County's Office of Emergency Management (OEM), on the form, content, and the manner of, submitting documentation of expenditures under this Agreement and to document CMCA's use of funds provided by County to CMCA. The parties specifically agree to the following terms and conditions for the utility assistance program:

- a. **Program Eligibility.** Eligible households to participate in the program will be those households that:
 - i. Have been adversely affected by the COVID-19 pandemic;
 - ii. Have a household income at or below 200% of the Federal Poverty Level;
 - iii. Be a utility customer in Boone County, Missouri;
 - iv. Have utility arrears dating back no further than March 1, 2020 to no later than November 15, 2020; and
 - v. Have a utility bill in the name of an adult (18 years of age or older) household member.
- b. **Program Applicants.** All program applicants will be required to submit the following:
 - i. A completed original of CMCA's LIHEAP application;
 - ii. Social security numbers and proof of life for all household members;
 - iii. Proof of household income from the prior month;
 - iv. Utility bills/notices; and
 - v. Affirmation that the household has been impacted by COVID-19.
- c. **Program Assistance.** The assistance provided under this program shall include:
 - i. A one-time payment provided to each utility company, per customer, totaling the amount owed at the time of the request.
 - ii. There shall be no cap for the maximum amount of assistance to be provided and the amount of the assistance shall meet the arrears and current amount due that will result in a utility account balance of \$0.00.
 - iii. Eligible utility services include: electric, natural gas, propane, water, sewer, trash, and internet. Services NOT eligible are cable, satellite, or any other television or video service.
 - iv. Payments can include deposits required by utility providers for reconnection of services.

- d. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
- i. County will pay \$250,000.00 to CMCA within ten (10) days of execution of this Agreement and, if CMCA indicates there is a continued need within the community for additional funding, an additional \$250,000.00 to CMCA no later than November 15, 2020.
 - ii. County authorizes CMCA to reimburse itself for its actual costs to administer this program up to a not-to-exceed maximum of 5% of the contract payments made to CMCA.
 - iii. County will assist CMCA in establishing relationships with County utility providers for direct confirmation of account balances and other account information and accepting CMCA pledges for payment of customer utility accounts.
- e. CMCA actions. CMCA will do the following in furtherance of the program contemplated in this Agreement:
- i. CMCA will accept applications for participation in this program at the Boone County CMCA Resource Center located at 800 N Providence Road, Columbia, Missouri 65203 and via an email address established for this purpose, BooneCARES@CMCA.us.
 - ii. CMCA will provide applications to Boone County residents seeking assistance for utility costs.
 - iii. CMCA will process all applications and determine eligibility.
 - iv. CMCA will confirm the total amount due with the utility provider, including arrears.
 - v. CMCA will provide pledges on behalf of customers to utility providers providing utility services in Boone County in the manner requested by the utility provider (phone, fax, email).
 - vi. CMCA will submit pledge payments to the utility providers by check within forty-five (45) days of the date the pledge is made to the utility provider.
 - vii. CMCA will track all utility payments made with this CARES funding by customer, customer's Boone County service address, utility type, utility company, federal poverty level of household, and amount of assistance provided.
 - viii. CMCA will submit monthly reports to County on CMCA's administrative costs incurred in administering this program and track these costs separately for disaggregated reporting by the County to the State of Missouri.
 - ix. CMCA will submit monthly reports to County in a form mutually agreed to by the parties documenting payment information made by CMCA, to include aggregate information as agreed to but which shall include: total number of households assisted, the total number of

people living in the assisted households, the total assistance paid, and the average assistance per account holder. A comprehensive, aggregated report shall be provided to County at the conclusion of the program.

- x. CMCA will recognize a final program close-out date of December 11, 2020, and will return any unspent and unincurred monies received by CMCA from County by December 15, 2020.

5. ***Certification at conclusion of services under Agreement.*** At the end of the services contemplated herein, CMCA will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- b. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. CMCA has not documented any expenditures under this Agreement for which CMCA received any other emergency COVID-19 supplemental funding for the same expense.
- d. Any expenditure that is later found to not adhere to applicable federal restrictions shall be returned to County.
- e. The person signing the final certification has authority to do so on behalf of and for CMCA.

6. ***Avoiding Duplication of Funding.*** CMCA shall not invoice County for expenses invoiced to another funding source. CMCA shall provide documentation and assurances to County that payments received from County is not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** CMCA agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

8. ***Modification or Amendment.*** In the event CMCA requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the County's Office of Emergency Management for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, CMCA shall comply with all applicable local, state, and federal laws.

10. **Discrimination.** CMCA will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. **Subcontracts.** CMCA may enter into subcontracts for components of the contracted service as CMCA deems necessary within the terms of the contract. All such subcontracts require the written approval of County or its designated representative. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** CMCA 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. CMCA shall require each subcontractor to affirmatively state in its Agreement with the CMCA 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. Provider shall also require each subcontractor to provide CMCA 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. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon 15 days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the CMCA agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the CMCA's services (meaning anyone, including but not limited to consultants having a contract with the CMCA or subcontractor for part of the services), or anyone directly or indirectly employed by the CMCA, or of anyone for whose acts the CMCA 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.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and CMCA.

16. **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.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for CARES funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **CMCA** shall be mailed or delivered to: CMCA, Attn: Darin Preis, 807 N Providence Road, Columbia, MO 65203.

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

CMCA

By:


Darin Preis, Executive Director

Boone County, Missouri

By: Boone County Commission




Daniel K. Atwill, Presiding Commissioner

ATTEST:


Brianna L. Lennon, County Clerk

Approved as to Legal Form:


CJ Dykhouse, County Counselor

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


Signature

10/5/20
Date

2982 - 84200
Appropriation Account

460-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 8th day of October 20 20

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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, October 13, 2020 at 2:30 pm. The meeting will be held in Conference Room 301 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, and/or via conference call as indicated in the County Commission's published meetings calendar, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

4/6/2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

October

2020

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

| Name | Board | Period |
|-------------------|------------------|---|
| Dr. Randal Trecha | P & Z Commission | October 1, 2020 thru September 30, 2024 |

Done this 8th day of October 2020.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4307 • FAX 573-886-4311
E-mail: commission@boonecountymmo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Commission Term: _____

Current Township: Cedar Township Today's Date: 10/1/2020

Name: Randal Trecha M.D.

Home Address: 7325 E. South Shore Dr.

City: Hartsburg Zip Code: 65039

Business Address: 1 South Keene St.

City: Columbia Zip Code: 65201

Home Phone: 573-424-3210 Work Phone: 573-443-2402

Fax: 573-761-9181 E-mail: trecharandal@aol.com

Qualifications: 32 year resident of Boone County
University of Michigan B.S. 1978
University of Michigan M.D. 1982
Internship University of Michigan Dept. of Surgery 1982-1983
Resident, Dept. of Orthopaedics, Medical University of South Carolina
Fellow, Jewett Orthopedic Group, Winter Park Fl.
Physician/Surgeon, Columbia Orthopaedic Group
Service:
President, Columbia Orthopaedic Group
Executive Committee COG
Systems and Technology Chairman, COG
Surgery Department Chairman, Columbia Regional Hospital
Credentials Committee Chairman, Columbia Regional Hospital
Information Technology Committee, Boone Hospital Center
Board Member, Ortho Forum Insurance Company

Past Community Service: Development Director COG/Central Missouri Food Bank
Development Director COG/Welcome Home, Veterans
CYBA, Coach
Columbia Youth Soccer, Coach
BSA, Cub Scout Pinewood Derby Director

References: Dr. Mark Adams, Columbia Orthopaedic Group
Dr. James Eckenrode, Columbia Orthopaedic Group
Dr. Patrick Smith, Columbia Orthopaedic Group
Dr. James Brocksmith

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



Applicant Signature

Return Application Boone County Commission Office
An Affirmative Action/Equal Opportunity Institution