

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

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November Session of the October Adjourned

Term. 20 14

County of Boone

In the County Commission of said county, on the

18th

day of

November

20 14

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

Now on this day the County Commission of the County of Boone does hereby award bid 19-15JUL14 – Logging and Recording System for Boone County Public Safety Joint Communications to Dictation Sales & Service, Inc. of Southfield, MI.

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

Done this 18th day of November, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
Karen M. Miller

District I Commissioner

Janet M. Thompson  
Janet M. Thompson

District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: November 6, 2014  
RE: RFP Award Recommendation: *19-15JUL14 – Logging and Recording System for Boone County Public Safety Joint Communications*

The Request for Proposal for *19-15JUL14 – Logging and Recording System for Boone County Public Safety Joint Communications* closed on July 15, 2014. Nine proposal responses were received.

The evaluation committee consisted of the following from Boone County Public Safety Joint Communications:

Joe Piper, Acting Operations Manager  
Scott Patterson, System Support Analyst

The evaluation committee recommends award to Dictation Sales & Service, Inc. (DSS Corp) of Southfield, Michigan per their attached Evaluation Report.

Total cost of contract is \$170,365.00 and will be paid from department 2020 – E-911 Emergency Telephone, account 92300- Replacement Machinery & Equipment.

ATT: Evaluation Report

cc: Proposal File

## Evaluation Report for Request for Proposal

*19-15JUL14 – Logging and Recording System for Public Safety Joint Communications*

### OFFEROR #1: BusComm – Verint Audiolog Max Pro

It has been determined that BusComm has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that BusComm has submitted a **non-responsive** proposal.

### Method of Performance

#### Strengths:

- 3.2.14: Out-of-the-box automated trending with Semantic Index Technology.
- 3.2.1.6: (1) of only (2) vendors completely integrated on an IP level with Trunked Radio systems: Motorola, Harris, EADS
- 3.2.5.1.6: Permits live monitoring in order to allow supervisory personnel to listen to all necessary channels during an incident.
- 3.2.11.5: Only accessible via authorized user accounts. Accounts can be configured to only have access to specific channels, recordings, or locations within the system
- 3.2.11.6: Encryption for voice, radio, and screen recording; metadata files are supported. The encryption algorithm is AES-256, a secure 256-bit function.
- Product is Active Directory compatible – good for security.
- On line training for staff available.
- Speech and Data Analytics seem very robust.
- Has been involved in all logging related ICE events. In Compliance with NENA 08-003 v2
- Is NextGen ready and capable.
- Calls can be encrypted in memory prior to storage but at additional cost
- Up to 6 screens per recording license
- Impact 360 Speech Analytics Essentials for Audiolog - Complete Semantic Index ingests 100% of calls to provide notification of statistically significant trends automatically.
- Begin resolution within 30 minutes of call (BusComm)
- 4 1TB hard drives in RAID 5 but base bid specification has 3 300 GB hard drives in RAID 5

Concerns:

- Exception to paragraph 3.2.3.1. The Audiolog reports do not have graphical heat maps. (pg. 8)
- Exception to paragraph 3.2.3.2. Audiolog does not include system configuration summary reports. Customizable reports cost extra (pg. 8).
- 3.2.3.2. Customizable reports can be created for an additional fee.
- Exception to paragraph 3.2.6.3. The Audiolog does not recommend which reports are suitable for scheduled runs during off-peak hours based on the size of the reports. (pg. 11)
- Exception to paragraph 3.2.6.5. Customizable reports are an additional fee (pg. 12)
- Exception to paragraph 3.2.9.1.3. Channels with no activity cannot be selected for scenario reconstruction. (pg. 19)
- Exception to paragraph 3.2.9.1.4. The Audiolog does not allow for the refining of searches by using the graphical interface. (pg. 20)
- Paragraph 3.2.11.8. The Verint Audiolog will allow adding a reference id to each recording; however, this is a manual process, not automatic. (pg. 22)
- Took exception to Prevailing Wage so their pricing is not based on Prevailing Wage. Per 8 CSR 30-3.020(1) prevailing wage rates are to be paid for "installation on the site of the public building of items fabricated off-site." This system will need to be installed in computer racks and interconnected to all the incoming telephone lines for the 911 system and the radio channels that are used at PSJC.
  - Since it is prevailing wage, we'll either need to declare them non-responsive or give them the opportunity to re-submit pricing based on prevailing wage.
- Took exception to 3.9 OSHA (pg. 38). The installation of the logging recorder is considered construction activity subject to the OSHA card requirement of RSMo Sec. 292.675 for on-site workers of the contractor.
  - Since OSHA is required, we'll either need to declare them non-responsive or give them the opportunity to acknowledge they will follow the OSHA requirements.
- Would need termination language added to BusComm's Maintenance Service Agreement for "if appropriations are not made available and budgeted for any calendar year". (pg. 1 of 9). Also, probably unable to agree with the "indemnification" and "liability" paragraphs. Will need CJ to review if we enter into a maintenance agreement with them.
- 3.2.1.12: Additional fee incurred for after-hour updates/upgrades (2.4 Software Updates).
- 3.2.12.1.4: Cost associated with online training (\$150/hr.)
- 3.2.13.1: CAD integration requires a spill to verify how & what data can be mapped
- 3.2.11.6: Database Encryption is an additional cost



- 3.2.8.5: Question: Does system allow live monitoring from iPads, etc.?
- 3.2.6.7.1: Does not allow immediate playback from reports
- 3.2.6.1: Does not have system configuration summaries
- Server is equipped with only one serial port, required for SMDR or ANI/ALI
- Will system run on Windows 2012?
- P. 56 – Customer Requirements/Recommendations: Customer must provide own NAS/CAS/SAN – extra cost will be involved above RFP price. Customer must also provide Antivirus, keyboard/mouse/monitor, amplified external speakers, UPS – all at extra cost above RFP.
- On-line training has a cost
- No mention of MDC1200 capability
- Calculations for H.264 video do not appear to be correct to match stated Mb/s
- No sequential automatic ID
- No i3 software upgrade cost for 18 months. What about after that?
- QA software appears to require IE

**Experience/Expertise of Offeror**

**Strengths:**

- BusComm has been in business for 42 years (pg. 2)
- Provided some local business partners, Missouri entities where their proposed system is in place: Jefferson City Police Department, Cooper County and St. Louis County (pg. 49)
- Verint has been an active participant of NG911 initiatives & participated in all logging related ICE events
- 3.2.14: Recognized as having the largest market share & highest customer satisfaction for speech analytics in the industry - has been through at least 5 evolutions of development.
- May install upgrades after hours

**Concerns:**

- A number of pages are out of order in the proposal, making the proposal difficult to read and leading the reader to believe that the Offeror is less than detail oriented.

- 5.1.4.3 – Will not provide unless notification of award is given.
- Limited employee longevity (most 6-18 months)
- Some of the references were older, 6-7 years.

Summary: Product and maintenance is through a reseller. There are a lot of additional costs for customized reports, training, etc. It's not clear if you can use active directory without receiving an additional charge. You cannot reconstruct a channel with no activity. The NextGen standard response was confusing. Following initial review, BusComm – Verint Audiolog did not make the short-list for presentation/demonstration.

**OFFEROR #2: BusComm – Stancil Logging Recorder**

It has been determined that **BusComm** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **BusComm** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- 3.2.1.3: Plan uses Center’s existing TEN-4 Stancil Recorder at current center
- 3.2.5.1.3: Supports an unlimited number of simultaneous recorders
- 3.2.15.1: QA/Evaluation module provide at no additional cost
- 3.2.12.1.4 – Web based training available – but at an extra cost.
- Add option 3 included in base
- Add option 4 included in base
- API for CAD integration, but no list of CAD vendors provided
- Begin resolution within 30 minutes of call (BusComm)

**Concerns:**

- 3.2.4.1 – No Web Based Player option
- 3.2.11.5 -- Uses Windows Login associated with SLR user – May mean defining users in two places and keeping those coordinated.
- Exception to paragraph 3.2.11.7. – Recording integrity protection/Confirmation via digital watermarking is currently under development and is not available.
- Exception to paragraph 3.2.14.1. the SLR does not currently support Speech Analytics (pg. 24)
- Exception to paragraph 3.2.15.4. Automatic selection by predefined number of recordings for evaluation per criteria 4.1 - 4.7 currently under development and not available (pg. 26)
- Exception to 3.2.15.5. Advanced Quality scoring utilizing these features are currently under development (pg. 26)
- Exception to paragraph 3.2.16.7. providing a cost for this option will require additional information (pg. 28)
- Exception to paragraph 3.2.17.7. since the i3 standard has not been ratified Stancil has not developed pricing on the additional features. This can be provided at a later date. (pg. 29)

- Exception to Prevailing Wage so their pricing is not based on Prevailing Wage. Per 8 CSR 30-3.020(1) prevailing wage rates are to be paid for "installation on the site of the public building of items fabricated off-site." This system will need to be installed in computer racks and interconnected to all the incoming telephone lines for the 911 system and the radio channels that are used at PSJC.  
Since it is prevailing wage, we'll either need to declare them non-responsive or give them the opportunity to re-submit pricing based on prevailing wage.
- Exception to 3.9 OSHA (pg. 38). The installation of the logging recorder is considered construction activity subject to the OSHA card requirement of RSMo Sec. 292.675 for on-site workers of the contractor.  
Since OSHA is required, we'll either need to declare them non-responsive or give them the opportunity to acknowledge they will follow the OSHA requirements.
- Would need termination language added to BusComm's Maintenance Service Agreement for "if appropriations are not made available and budgeted for any calendar year". (pg. 1 of 9). Also, probably unable to agree with the "indemnification" and "liability" paragraphs. Will need CJ to review if we enter into a maintenance agreement with them.
- 3.2.1.12 Typically Windows updates require rebooting the system which would require the system to be down for a short period of time.
- 3.2.9.1.1: Requires custom CAD integration
- 3.2.12.1.4: Cost associated with web based online training (\$150/hr.)
- 3.2.13.1: Requires custom integration for CAD; no listing of Current integrations provided in the response, as required.
- 3.2.16.2: Channel groupings to manage individual agency access may not be the best approach for our system
- 3.2.16.5: Unable to protect individual recordings for agency specific criteria
- 3.2.16.7: Unable to provide
- 3.2.17.7 – Exception taken
- 5.1.4.4: References Team members on page 49, but page 49 is missing
- Customer responsible for providing Anti-Virus software - Virus protection not provided in the Logger Warranty coverage & costs for repairing an infected system
- Client workstation software required, (2) client installations included
- Customer responsible for physical removal of the existing recording system

- Training: Provides up to (2) hours of training for up to (10) users. If 2nd visit is required because personnel to be trained not available at time of installation, additional charges may apply.
- We provide NAS/Antivirus/UPS – Additional cost over RFP.
- Only two client installations are included in cost, more are extra cost over RFP.
- Downtime for Windows updates
- Simply “understand and comply” on nearly all answers. No description of the product or features.

**Experience/Expertise of Offeror**

**Strengths:**

- 3.2. BusComm has been in business for 42 years (pg. 2)
- Provided some Missouri entities where their proposed system is in place: St. Joseph Police Department, Springfield Emergency Communications (pg. 42)
- 3.2.17.1: Actively involved with NENA in the development of standards for Logging Recorders & NG911; ICE-8 & ICE-6 events.
- Manufacturer of current recorder that is being replaced
- Replaced Springfield, MO’s Ten-4 with this product
- Nearby customers Cooper Co and Jefferson City

**Concerns:**

- 3.2.16.7: Unable to provide an estimate cost for migration to shared system; other responses have the experience to provide this estimate.
- Limited employee longevity (most 6-18 months)

**Summary:** Product and maintenance is through a reseller. There is no digital water marking. There was no information on the product. Speech analytics is not available. Flexibility was not there on the quality assurance package – still in development. The quality assurance software offering did not seem as far along as some of the other proposals. Some of the references were for the older product and not the one proposed. No information on the cost of the shared system. Following initial review, BusComm – Stancil – did not make the short list for demonstration/presentation.

**OFFEROR #3: Dictation Sales & Service, Inc. (DSS Corporation) – Equature NG9-1-1 Communication Recording System**

It has been determined that **DSS Corporation** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **DSS Corporation** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- 110% money back guarantee; freely provides owner's contact information
- MDT, Android, iOS tablet, PC, phone, etc. 100% device support for NG9-1-1 capture – We would NOT have to buy a new system when center has to accept other types of Emergency communication.
- Screen recording - dispatch screen and audio can be played back simultaneously like a movie.
- QA grading system included
- 100% content search, even search for calls based on words/phrases that were not spoken. And from MDT, Android, iPhone/iPad, Mac.
- Direct marketing, 100% US based and manufactured, with support from STL and KC
- Supports screen recording of ANY screen including CAD.
- Can support multiple agencies at a reduced cost - due to cost sharing.
- Describes plan for handling cutover to new system with dual-site scenarios to make sure recording integrity is kept in place and cost associated.
- Detailed training scenarios provided
- 3.2.2: 24X7X365 Proactive Onsite Support
- 3.2.1.10: Browser based client supporting IE, Mozilla, Firefox & Google Chrome
- 3.2.2.4: Does not sunset/discontinue products
- 3.2.4.1: Unlimited site licenses for search/playback from authorized users on any device
- 3.2.1.2: Comes with multiple, front loading, hot-swap hard drives in RAID 10 (or greater) configuration for database storage, triple power supplies, multiple NICs, as well as dual mirrored 1TB external drives.
- 3.2.1.4: Can support analog, digital, VoIP/SIP, RoIP, NG9-1-1 multimedia, etc. All in the same chassis.

- 3.2.4.3 Allows connection via a secure VPN to any authorized has a robust audit log to track all user activities
- Can be configured to support an unlimited number of channels.
- 3.2.5.3: Retention architecture very easy to extend, when needs change
- 3.2.6.1: (2) major & (4) minor updates a year that will 30-60 second restarts. (Assuming that all updates will take the full 60 seconds to update 9-1-1 would experience a 99.9999886 uptime if there is nothing else creating downtime)
- 3.2.11.6: Supports full encryption and the storage locations are never exposed to the end users through network shares or any other insecure methods.
- 3.2.11.11: Monitors system in real-time to address issues before they become problems
- 3.2.12.1.4: Equature University available free of charge to provide online training, electronic manuals, with a knowledge base, comments section, etc.
- 3.2.13.1: Can interface to any CAD & capture data without need for a custom interface
- 3.2.14.1.2: phonetic search engine for greater flexibility and accuracy
- Software updates at no charge, as part of maintenance agreement
- Training included for free
- Fully redundant system to give required uptime
- Maintenance Cost Remains same thru Year 5
- Active Directory Integration available – Strong Security
- Participates in NENA and NG 911
- Technicians dispatched from private residence in St Louis or KC, within 4 hours.
- NG911 will not require forklift upgrade; product will not be sunset within next 10 years (or ever).
- Install new system at new center then transfer calls from original to new so all calls are then on one system.
- IE, Firefox, Chrome; unlimited site license from any device including tablets
- 2 major and 4 minor releases per year. 30-60 seconds of downtime but done during off hours
- Equature University free of charge (includes live web training for the life of the system)

- One year warranty, discount for multi-year maintenance contract
- Direct contact with support. 30 min reply for email support during business hours.
- Option for redundant recorder included at greatly reduced cost to achieve 99.999% uptime

**Concerns:**

- OSHA Certification should be returned at end of project, not with contract.
  - Acknowledged in BAFO #1
- Exception to paragraph 3.2.6.2. – Currently does not allow schedule reports for automated runs & delivery by email but being considered in development. Being considered for development – define and what is your time frame?
  - BAFO #1 – 3-6 months
- Exception to paragraph 3.2.6.3. – Currently does not recommend suitable for schedule runs off-peak hours based on size but being considered in development. Being considered for development – define and what is your time frame?
  - BAFO #1 – 3-6 months
- Exception to paragraph 3.2.6.4. – Currently does not present a report showing all scheduled report runs and status but being considered in development. Being considered for development – define and what is your time frame?
  - BAFO #1 – 3-6 months
- Exception to paragraph 3.2.6.6. – standard reporting package does not include real-time notifications of abnormal call stats but being considered in development. Being considered for development – define and what is your time frame?
  - BAFO #1 – 3-6 months
- Exception to paragraph 3.2.6.7. – Graphical reports displaying & organizing flagged recordings by type not supported but being considered in development. Being considered for development – define and what is your time frame?
  - BAFO #1 – 3-6 months
- Logging of MDC1200 on development list. Being considered for development – define and what is your time frame?
  - BAFO #1 – They can record the audio today but data capture for PPT identifiers and emergency button activations will require development – will take 6 months.
- Pricing Clarification: Hardware – starting with single box now and adding a second box 2 years from now. Additional Hardware: all cards for recording now or what is the cost for adding cards later? Software: all licenses now or the cost to add licenses later?
  - Pricing provided in BAFO #1

**Experience/Expertise of Offeror**

**Strengths:**



- 40+ year old stable company, 20+ years of experience to PSAP market
- Wrote the NENA logging service requirements for NG9-1-1 recording
- Sponsors and chairs several NENA and APCO standards committees
- Participates in all NENA ICE
- NENA NG partner since 2008
- Experienced staff - from 13-32 years of service
- Used by approx. 1000 PSAPs in North America
- US based company with no overseas support
- DSS is a member of the INC 500/5000 list of fastest growing companies in America
- Wrote logging service requirements for NENA
- CEO's cell phone
- Chief technologist co-leader of APCO/NENA PSAP working group; ICE 8 Planning Committee Chairman
- Equature NG911 Communication Recording system first sold in 2007, used by 1000 PSAPs today.
- Standard conformant on the day it is published

**Concerns:**

- None

**Summary: Following initial review meeting, DSS made the short-list for presentation/demonstration. The committee found the support package and guarantee outstanding. The 15% maintenance price for what is offered is very competitive. DSS has an audible tone that alerts you that you are listening to a redacted space.**

**OFFEROR #4: EXACOM, Inc. – Hindsight-G2/Dell T620 Recorder**

It has been determined that EXACOM, Inc. has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that EXACOM, Inc. has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Paragraph 3.2.8.1.TRU-IR allows users to playback any part of a call while the call is still in progress.
- 3.2.2.5: (2) hour onsite response supplied by Communications Association in St. Louis, MO with remote back up from EXACOM
- 3.2.5.1.2: Storage and Archiving wav or MP3
- 3.2.6.2 Reporting via Ad-Hoc Query Report Writer/Scheduler and “Quick Prints” via UI Filtered Search with printout
- Supports up to 360 channels
- 3.2.17.1: Support privileged commercially available NG911 SIP based integrations with Cassidian (our current 911 CPE)
- 3.2.1.12: Good method to provide uptime required. Exacom states can ensure 99.999% uptime by implementing a completely redundant system with duplicate recorders. So updates can be done to one recorder while the other is running.
- Migration to NENA i3 Standard ESINet environment consists of a software option to the current platform
- Offer 2%-net 30 (we need to find out if they accept ACH Payments).
- Participate in ICE
- Aligned with NENA i3 Standard
- Maintenance cost remain constant over Year 5 and are about 14% of base cost.
- Add option 4 included in base.
- Gives price for Future NG911
- Proposed fully redundant recorders to meet 99.999% uptime
- User permissions available by time period

- Recording activation possible by video motion/activity
- Instant recall buffer of 35,000 channel hours, then archived to disk
- Cimarron ANI converter for MDC decoding
- Video is stored on separate storage/archive areas
- Uses Phonetic Intelligent Query (PIQ) option

**Concerns:**

- No response to paragraph 6.2. on the Response Form for how many days before equipment is delivered and installed after receipt of Purchase Order
- Did not return and acknowledge addendums (other than addendum #2 being mentioned in their narrative)
- Exception to paragraph 3.2.3.2. EXACOM offers a different approach to User Personalization upon login. Exception taken – User interface not customizable and matches thick client
- Exception to paragraph 3.2.4.2. Exception for customization of web-based interface. EXACOM offers a different approach to User Personalization upon login.
- Exception to paragraph 3.2.7.20. Currently support tagging and notes, but do not support tagging while call is in progress.
- 3.2.9.1.4: Refined searches by click on graphical visualizations of recordings is currently not supported (available as a future option)
- 3.2.11.5: System integration with credentialing & access controls is currently unsupported (available as a future option)
- 3.2.11.6: Encryption of central database and individual recordings is currently unsupported (available as a future options)
- 3.2.11.14: Capability to flag data to prevent automatic deletion when due to expire is currently unsupported (available as a future option)
- Not sure they comply with paragraph 3.2.15.4 as they state will be dependent on data availability from CAD system.
- Pricing proposal includes “FOB Concord, NH. That will have to be changed to FOB Destination.
- 3.2.1.2: A RAID 5 array is used for online storage. No further detail is given by offeror
- 3.2.3.1: Heat maps available as a future option (not currently available)
- 3.2.7.5: Geographical map view of all selected recordings based on location available as a future option (not currently available)

- 3.2.13.1: Offeror does not describe capability to interface with CAD & current CAD vendors are not listed
- 3.2.13.2: Association of recorded media with incident numbers, automatically identified from a CAD system display is limited to currently supported CAD systems.
- 3.2.14.1.3: Automated categorization based on types of calls, as recognized via speech/data analytics requires more detailed requirements.
- Proprietary file format
- Heat maps, geographical maps, tagging of in-progress calls, AD, database encryption, prevent auto-deletion available as future option
- Does not have unlimited playback licenses

Experience/Expertise of Offeror

Strengths:

- Actively engaged as a solutions provider in support of APCO-P25 & NENA NG911 i3 initiatives
- Has been designing, developing & manufacturing recording systems since 1986, with more than 4000 units shipped worldwide.
- Company has been in business for 28 years.
- Project Manager has 26 years of experience.
- Has references that are 911 related.
- Up front on escalation policy for support
- Tier 1 support by Communications Associates in St Louis

Concerns:

- If award to Exacom, then would need the proof of enrollment page that was to accompany the Work Authorization certification.
- A number of the Offeror's responses state "call factory for details." This leads one to believe they may have less than the desired level of experience with the product.

**Summary: Encryption is on future development. They do not have the ability to do heat maps. Not sure about the "call factory for details". Proprietary file format is a problem for our IT. Cannot use an active directory or LDAP. Did not provide a lot of detail about how the quality assurance program worked. Did not offer unlimited playback licenses. They did not give a crisp**

**answer to how they would provide access to shared recording when multiple agencies are using the system. Following initial review, Exacom did not make the short list for demonstration/presentation.**

**OFFEROR #5: Motorola – NICE Recording Express (NRX)**

It has been determined that Motorola has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Motorola has submitted a non-responsive proposal.

**Method of Performance**

**Strengths:**

- 3.2.16.7: System proposed is sharable/hosted solution.
- 3.2.17: Demonstrated i3 compliant recording at ICE, offers wide range of integrations with 9-1-1 VOIP, able to support future media types as they become available, Captures all forms of audio – VOIP, analog & digital telephony, with support for a wide range of PBX platforms, extensions & IP switches. Supports SIP-based VoIP recording, NG911 ready
- C.5.5: Allows text and/or speech annotations during audio reviews
- Allows organization of incident information in folders
- Allows incident specific retention periods
- Evaluation component allows single Call-Taker, Dispatcher or whole incident by multiple Operators to be assessed.
- Creates reports for both call volume and QA evaluation data
- ICE and NG911 participants
- Maintenance cost same for Year 2-5, Cheaper for Year 1
- Active Directory Integration – Good Security
- Has Secondary Servers that can be promoted in event of primary failure for uptime requirements. Probably want them to expand on this to be sure this is a viable option
- Proposed fully redundant recorders to meet 99.999% uptime

**Concerns:**

- Proprietary statement (Section 1)
- Paragraph 3.2.8.5. Partially comply – INFORM does not yet support Apple O/S (pg. 4-16)
- Exception to paragraph 3.2.14. – Offeror provided no description of Speech & Data Analytics capabilities. They instead refer only to price being deferred until an on-site assessment is performed. (pg. 4-23)

- Did not provide the amount of days before equipment would be delivered and installed following receipt of Purchase order (Pg. 6-2 Pricing)
- Deviation – not sure what they mean regarding bonds for the amount of 100% of the value of the contract for “system implementation”. Is that just a partial amount or the entire amount of the contract? (pg. 6A-1)
- Deviation – do not meet our auto insurance requirements or builder’s risk requirements (pg. 6A-1)
- Wants us to indemnify them (pg. 6A-2)
- Deviation -- proposes progress payments (pg. 6A-2)
- Took exception to paragraph 3.8. Prevailing Wage so their pricing is not based on Prevailing Wage. Per 8 CSR 30-3.020(1) prevailing wage rates are to be paid for “installation on the site of the public building of items fabricated off-site.” This system will need to be installed in computer racks and interconnected to all the incoming telephone lines for the 911 system and the radio channels that are used at PSJC.  
Since it is prevailing wage, we’ll either need to declare them non-responsive or give them the opportunity to re-submit pricing based on prevailing wage.
- Took exception to 3.9, 3.9.1. & 3.9.2. OSHA (pg. 38). The installation of the logging recorder is considered construction activity subject to the OSHA card requirement of RSMo Sec. 292.675 for on-site workers of the contractor.  
Since OSHA is required, we’ll either need to declare them non-responsive or give them the opportunity to acknowledge they will follow the OSHA requirements.
- Took exception to paragraph 3.10 Overhead Power Line Safety Act (pg. 6A-3)
- Took exception to 3.12. subcontractors (pg. 6A-3)
- Propose their own terms and conditions and contract agreement (pg. 6A-4). Many of the terms in their agreement are unacceptable such as confidentiality, maintenance is not firm, payment on invoices due in 20 days, FOB shipment, indemnification, limitation of liability, insurance amounts.
- Proposed progress payments and net 20 days (Payment Schedule on Exhibit B-2)
- Responses do not conform to RFP’s required format of “Understood AND comply.”
- 3.2.2.1: Major upgrades with new features are chargeable items.
- 3.2.2.2: limited 1 year warranty disclaims all other warranties or conditions
- 3.2.8.5: INFORM does not yet support Apple O/S
- 3.2.13.1: Offeror provides no listing of successful CAD interfaces for past (5) years, as required by the RFP.

- Proposal lists 17+ Deviations to Specifications/Scope of work.
- C.5.5: Screen capture is not available for software screen recording
- Motorola & NICE boasts thousands of 911 customers worldwide, including 9 of the top 10 U.S. Cities – With so many large customers, Boone County could be a “small fish.”
- One of the highest base prices
- Add Option 2 – Not priced
- Section 2.4, written sometime in 2011 and not updated/customized
- 60 minute callback for support
- Appears possibly not a one year warranty
- Shared system - hosted only?
- Focus is on security, trunked digital radio and NG911. There is little/no info on support for current environment. Seems overly complex.

**Experience/Expertise of Offeror**

**Strengths:**

- Motorola has been in business for 85 years
- NICE has been in business for 25+ years; NICE technical consultants have a decade or more experience
- NICE boasts more than 5,000 public safety customers worldwide; has deployed more than 1 million channels of VOIP & 25,000 channels of IP-based radio logging; active member of IETF & regularly participates in SIPREC; completed ICE2 & ICE3, currently participating in ICE4 and active in ICE8
- Motorola & NICE boasts thousands of 911 customers worldwide, including 9 of the top 10 U.S. Cities
- Has 911 references
- Several systems in St Louis and Kansas City areas

**Concerns:**

- Concerns about background checks and other contract issues

**Summary: Some of their proposal response seemed dated such as their out of date response to ICE event. Did not have speech and data capability without an on-site review. We don't even know if they have that capability. Quality assurance is an optional cost. Some of their references were 7+**



years ago installs. They were very cryptic on how they would integrate with CAD systems. They do support tablet but not MAC, so not compatible with the IPAD. Following the initial review meeting, Motorola did not make the short list for presentation/demonstration.

**OFFEROR #6: Nelson Systems, Inc. – Eventide**

It has been determined that Nelson Systems, Inc. has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Nelson Systems, Inc. has submitted a non-responsive proposal.

**Method of Performance**

**Strengths:**

- 3.2.5.1.1: Burn to CD or attach to email, WAV MP3
- One of the lowest in price.

**Concerns:**

- Paragraph 3.2.1.1. Analog Record Cards are proprietary. (Pg. 8)
- Exception to paragraph 3.2.1.10. Unable to run on a variety of mission-critical enterprise servers - only available on Eventide Server Platform
- No response to paragraph 3.2.1.13. (pg. 8)
- Paragraph 3.2.2. Not sure what they mean by "Nelson Systems Respond". Offeror provided no responses for this entire section of requirements for installation, warranty and repair (pg. 10).
- No response to paragraph 3.2.17.7 (pg. 20)
- They reference an attached warranty certificate, but I do not see it attached so not sure if they comply with section 3.3. (pg. 20)
- How much is maintenance pricing? (pg. 33)
- If award contract, will need proof of enrollment for the Work Authorization Certification (pg. 37)
- Did not return addendums 1 – 3
- Nelson Systems did not provide maintenance pricing.
- 3.2.9.1: Offeror provides no response for the requirement
- 3.2.11.6: Offeror's responses do not conform to RFP's required format of "Understood AND comply."
- 3.2.11.7: Offeror's responses do not conform to RFP's required format of "Understood AND comply."

- 3.2.13: Offeror's responses to this section do not conform to RFP's required format of "Understood AND comply." Didn't respond to 3.2.13 – Even though they offer pricing for this option
- Many items listed have no response provided or do not conform to RFP's required format of "Understood AND comply."
- Will only run on Eventide Server Platform hardware
- Does not appear to integrate into Active Directory for Security
- Files stored in proprietary format – how will you handle this in 5-10 years when want to move to a different vendor?
- Didn't respond to 3.2.16.7
- Didn't respond to 3.2.17.2
- On 3.3 – I didn't find a warranty certificate – What is their warranty and do they not offer purchasing extended warranty since they didn't price any?
- System only available on Eventide Server Platform
- Linux OS
- No AD integration
- Proprietary file format
- "Fully I3 and I8 compliant" ??
- No response to ICE 8 participation
- No response to I3 upgrade estimated cost
- No response to MDC1200 capability

**Experience/Expertise of Offeror**

**Strengths:**

- Provided an extensive list of other Law Enforcement agencies they've provide equipment for. Missouri contracts currently in progress. Currently working with Jasper & Cape Girardeau County and Sikeston Police (pg. 44)
- NSI in business for 20+ years
- Several Missouri References

**Concerns:**

- Did not provide the list with contact information requested in paragraph 5.1.4.2. (pg. 30)
- Offeror provides no listing of their team members experience
- No response to maintenance cost
- RFP addendums not included or signed
- No response to "Installation, Warranty and Repair", which includes building transition cost
- 5 references with contact info and details not included

**Summary: Product and maintenance is through a reseller. The majority of their "no responses" make them difficult to evaluate their proposal responses. Following initial review, Nelson Systems did not make the short-list for presentation/demonstration.**

**OFFEROR #7: Voice Products – NICE Recording with Inform Professional Package**

It has been determined that **Voice Products** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Voice Products** has submitted a **non-responsive** proposal.

Note: they have a HGACBuy cooperative contract

Pricing page shows that their price includes a trade-in.

**Method of Performance**

**Strengths:**

- 3.2.1.12: Due to the complete redundancy with the (2) server system, Voice has assured a 0% downtime for service packs, security patches, and other software updates
- 5.1.4.4: Services technicians available from Springfield, St Louis and Kansas City, MO.
- Proposal includes redundant systems for required uptime.
- Active Directory Integration -- Good Security
- Maintenance cost same thru Year 5
- Proposed fully redundant recorders to meet 99.999% uptime
- Word spotting, emotion detection, speaker analysis, speaker hunting, video detection

**Concerns:**

- Exception to 3.2.5.4. DVD is a media that has been surpassed. Proposed solution uses RDX which is a removable hard drive with capacities up to 500GB.
- 3.2.5.5 Storage and Archiving Text recordings is being finalized and available in Q4 2014
- Exception to 3.2.6.2. Reports delivery by email to selected users is a function of the reports package, but is not automated
- Exception to 3.2.7.5.
- 3.2.7.11: States "clarification" but there's no explanation provided
- Exception to 3.2.7.20.1. Proposed solution allows for tagging calls, but does not allow deletion by authorized users or non-authorized users.
- Exception to 3.2.8.1.2. for Recall quick filters and sort options
- Exception to 3.2.8.6. for Live Monitoring of screen activity

- Exception to 3.2.9.1.1. No integration is available.
- 3.2.9.1.2 Does not have Scenario Recreation at this time. No Integration is available.
- Exception to 3.2.11.10. The proposed system includes alarms for full: media write area; and no media.
- Exception 3.2.11.14. Unable to flag data to prevent automatic deletion
- 3.2.12.1.4: CAD interface dependent upon CAD vendor; Response does not list CAD vendors interfaces for past (5) years, as required
- 3.2.14.1.4: States clarification, but there's no explanation provided
- 3.2.14.1: Speech and Data Analytics state "Understood and Comply" but there is no description of capability provided. Pricing 6.1.3 States no pricing for future option.
- 3.2.15.4.2: Employee role must be assigned by position
- 3.2.15.4.5: CAD incident type search requires purchase of API tool
- Exception to 3.2.16.4. for audit trail access kept specific to owner
- 3.2.16.4: Exception for agency specific retention policies
- Exception to 3.2.16.5.
- Exception to 3.2.17.7. There are too many unknowns to provide an estimated cost.
- Pricing is not firm, (although next paragraph says software pricing is firm for 90 days); cost of services does not include travel and out-of-pocket expenses, pricing does not include shipping (pg. 6 of 7).
- Training seems to be more on an "as needed" or "is available" which does not give one the strong impression of quality training.
- Add Option 1 -- Not priced
- Add Option 2 -- Not priced
- Add Option 5 -- Not priced
- Does not have unlimited playback licenses
- Numerous types of licenses required, all at individual cost
- Exception to geographical map view of recordings but no explanation

- Exception to preventing automatic deletion but no explanation
- Exceptions to shared system auditing and retention with no explanation
- 24/7 on site support excluding holidays
- 60 minute callback for support
- Seems overly complex

Experience/Expertise of Offeror

Strengths:

- Provided an extensive reference list (although not sure how many of those are for this proposed system).
- 3.2: Voice Products is celebrating 25 years
- Several 911 and Emergency Services References

Concerns:

- Numerous spelling and labeling errors were made in the document, suggesting the Offeror is less than detail oriented. For example, 3.2.1.4: Refers to Boone County as “St Louis.”
- Base price high considering they have several exceptions.
- No contracts on hand listed.

**Summary: Product and maintenance is through a reseller. Some of their language in their RFP response you can tell was written for their St. Louis RFP response. No CAD interface available. Difficult to understand what was provided in training on their system and what wasn't. Cryptic on what their capability was for video and text. They do 24x7 support except for holidays. Following initial review, Voice Products did not make the short list for demonstration/presentation.**

**OFFEROR #8: Warner Communications – Revcord Version 9 Voice and Multimedia Digital Recording System**

It has been determined that Warner Communications has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Warner Communications has submitted a non-responsive proposal.

**Method of Performance**

**Strengths:**

- Offers a unique solution for transition to new facility. Will provide a duplicate loaner system to minimize the loss of any recordings when moving to the new building and re-installing. Providing duplicate system for transition to new building included in price -- subject to change based on circumstances provided at the time. (makes it also a concern.)
- Warranty is 3 years on parts and labor.
- System is modularly expandable to meet future needs
- Installation performed by both Revcord factory staff & Warner Comm. techs.
- Warner is a relatively local service provider (St Louis based)
- 3.2.1.16: Supports text to 9-1-1 in official interim & final state of NG9-1-1
- 3.2.5.1.2: Recording and files may be exported in standard computer formats such as WAV and WMA using email, zip, CD, or any standard computer method.
- 3.2.5.1.3: Unlimited number of simultaneous recorders supported
- 3.2.2.5: Provides direct service and support through a 24/7 hotline as well as, with customer permission, full time remote monitoring. On-site technician support available within 2-4 hours.
- 3.2.5.1.5: The proposed system includes 1 TB RAID 1. Any NG9-1-1 format is supported including H.264.
- 3.2.5.1.6: NG9-1-1 mode voice, video, text, alarms and other media are searchable and displayed.
- 3.2.6.1: Includes Excel reports along with bar and pie charts. In addition, geo-tagging reports are included at no additional cost.
- Active Directory integration supported -- good security
- Maintenance Cost remains same thru Year 5



- Will provide loaner recorder (for one week or less) to facilitate move to new building -- not sure that one week is enough time
- Can log output from MDC1200 decoder for each channel
- Excel, bar/pie charts, geo-tagging reports
- Continuous or triggered screen recording, though one place says four screens while another says five
- Android app for mobile call recording
- P25 recorded over the air using control channel
- 3 year hardware warranty

**Concerns:**

- 3.2.1.12: Proposed system supports 99.99% uptime
- 3.2.3.1: Heat maps not currently available
- Will only provide an "estimate" to relocate equipment (Response Form)
- Exception to paragraph 3.2.3.2. and 3.2.4.2. Homepage reports are not currently available. (pg. 13)
- Exception to paragraph 3.2.6.2. Scheduled reports for automated runs & email delivery not currently supported (pg. 17)
- Exception to paragraph 3.2.6.3. Reports suitable for schedule runs off-peak hours based on size not currently available (pg. 17)
- Exception to paragraph 3.2.6.4. Report showing all scheduled report runs & status not currently available (pg. 17)
- Exception to paragraph 3.2.6.6. Real-time notifications of abnormal calls stats or events not currently available. (pg. 17)
- Exception to paragraph 3.2.6.7. Graphical reports displaying and organizing flagged recordings according to type by color and shape of flag and customization therein not currently available. (pg. 17)
- Paragraph 3.2.7.7 Selectively mute individual recordings during multi-call/channel playback of overlapping recordings not currently available (available fall 2014 v10)
- 3.2.7.10 Defined custom searches, label & save for user currently not available (available fall 2014 v10)
- 3.2.7.11 Saved searches to use como/fixed & variable parameters not currently available (available fall 2014 v10)

- Exception to paragraph 3.2.7.18 Encryption and proprietary file formats are available. (pg. 20)
- Exception to paragraph 3.2.7.20.1: Call in progress tagging for retention/deletion not currently available. (pg. 21)
- Exception to paragraph 3.2.7.21 Group & associate related recordings, manually/automated currently not available (pg. 21)
- Exception to paragraph 3.2.9.14 Refine search results by click on graphical visualizations of recordings not currently available (pg. 23)
- Exception to paragraph 3.2.11.16 Select single recording or group for audit to identify playback/export, etc. not currently available (pg. 26)
- Addendums #1 & 3 not acknowledged
- RevCore Service Level Agreement - Limited liability and indemnification (pg. 4 of 6); governing laws (pg. 5 of 6)
- 3.2.14.1: Speech analytics module is through a 3rd party
- State 99.999% up time is only available with redundant systems, but can't tell if they have bid it with redundant systems.
- 3.2.17.7 – To transition to NG911 VoIP Software channels will be required
- Begin resolution within one hour
- Revcord requires dealers handle Tier 1 support; will not deal with end users except Tier 2 or above

**Experience/Expertise of Offeror**

**Strengths:**

- 3.2.17.1: Revcord has participated in all ICE events and is one of the v2 testers for NENA i3
- Warner has been in business for 51 years
- Vendor for current recorder and familiar with current environment
- One of the authors of NENA 08-003

**Concerns**

- Warner has only been a Revcord dealer for 2+ years

- Addendum #1 and #3 not included and signed
- Statement of respondent's qualifications is nearly blank
- References do not include description of products or support in place
- Pricing page not signed

**Summary: Product and maintenance is through a reseller. Cannot do anything customizable such as searches such as flagging calls, reports, can lose the original recording if cannot flag to hang on until a certain date. Difficult to understand how they have text support. Following initial review, Warner Communications did not make the short list for presentation/demonstration.**

**OFFEROR #9: Voice Print International d/b/a/ VPI – VPI Capture**

It has been determined that **Voice Print International** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Voice Print International** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Proven implementation process, consistently improved based on customer feedback to ensure success and total satisfaction
- Guarantee universal file access with all upgrades for consistency and will not require forklift upgrade
- AQUA integration
- Allows maintenance to be optionally provided by client's IT staff, using local hardware resources
- 3.2.1.4: Intends to use a temporary server for transition to new facility and price is included in the quoted fee.
- 3.2.1.12: 99.999% uptime can be delivered via completely redundant design with dual, parallel recording servers. This can be provided by upgrading or shutting down for maintenance one of the two recording environments, while the other runs independently.
- Maintenance program that incorporates software updates and upgrades with no additional charge
- 3.2.5.4 Archiving onto standards based network based storage devices can be configured at no additional charge
- 3.2.6.1 Four (4) types of reporting Web portal dashboard reports, dedicated reports page, heat maps, ad-hoc reporting and charting interface. All come with extensive reporting capabilities and built-in analytics as well as being completely customizable to authorized users.
- 3.2.9.3: Easy review of screen recordings – users may retrieve complete multi-media recordings that present synchronized voice and screen interaction as they occurred. Included a zoom action so the reviewers can focus on details as needed.
- 3.2.11.1: Uses a login and password for many levels from account login to features ranging from operations to channel level. Login and passwords can vary and must be designed by and administrator
- 3.2.17: solution designed for reliability, adaptability and flexibility

- 6.1.4: Quality Assurance/Evaluation Module is included in the base price
- 6.1.6: Future NG 9-1-1 requirements are included in the base price.
- Partners with Priority Dispatch providing AQUA users with convenient access to call and radio communications and automate entire dispatch review process and greatly reduce time and resources for QA evaluations.
- Contains integrated analysis tools such as “meaning analysis,” which is a combination of meaning recognition and sentiment analysis which helps to accurately identify positive and negative events within calls as well as their meanings without needing to know the exact meaning of the word or phrase
- 100% US based and manufactured.
- Operates on iPhones and Windows Phones devices as well as tablet PCs that use the same OS as these devices. Allows for live monitoring from these devices as well except for real-time video streaming.
- Can trigger alarms for channel inactivity.
- Allows for scheduled reports for automated runs and e-mail delivery.
- Offers automated messages/notifications related to predefined events, such as reaching or exceeding a threshold
- States is capable of live monitoring.
- Customizable: VPI makes it easy to customize everything in the system from Searches, dashboard, reports and alerts, QA evaluation forms, to training content.
- The 1TB hard drives should provide sufficient storage
- Recording is continuous regardless of other activities involving playback
- NG911 compliant
- Heat maps included
- Active Directory Integration – Good Security
- Built in maps for viewing call locations
- Virtually everything is customizable
- Meaning recognition and sentiment analysis in speech/text analytics
- Temporary server for transition

- Additional online training available
- Instant recall and live monitoring available on iOS and Windows Phone
- Screen recording transferred during low bandwidth periods

**Concerns:**

- Cannot export unaltered or uncompressed audio. Channels with no recorded activity are sometimes required for legal proceedings. Need the ability to record raw recordings.
- If enter into a contract with them, will need the Proof of Enrollment returned that was to accompany their Work Authorization Certification.
- Affidavit Compliance with the Prevailing Wage Law is to be returned at the end of the project by the Contractor, not with bid.
- Their pricing sheets state “All pricing is considered budgetary. Customer environment must be validated for final pricing to be confirmed”.
  - BAFO #1 – pricing firm.
- Their pricing sheets state “This information is confidential and proprietary”.
  - BAFO #1 understood and accepted.
- Requests waiver of Performance Bond and Labor and Material Payment Bond.
  - BAFO #1 understood and accepted.
- Insurance – will not guarantee to provide thirty days notice of cancellation.
  - BAFO #1 understood and accepted.
- Exception to paragraph 3.4.1. one-year correction period. What are their acceptable terms?
  - BAFO #1 proposed their modified language.
- Exception to OSHA provisions.
  - BAFO #1 understood and accepted.
- Exception to transient employers.
  - BAFO #1 understood and accepted.
- Maintenance agreement
  - “VPI does not guarantee that the problems will be solved or that any item will be error-free”.
    - “Customer may be required to upgrade to the current release in order to correct a reproducible error”. Is there a cost associated with this? BAFO #1 included their Service Level Agreement.
  - 
  - Services are only provided during business hours or “will incur Out of Coverage charges”. Are the costs they are listing for annual maintenance only for business hours and not 24x7? BAFO #1 24x7 support
  -

- Indemnification, limited liability.
- 3 year agreement
- Governing laws –state of California
  - o BAFO #1 understood and accepted that we can agree upon mutual agreeable terms.
- VPI End User License Agreement
  - Limitation of liability - BAFO #1 agreed that we can agree upon mutual agreeable terms
  - Confidentiality – See BAFO #1 response
  - Governing law --state of California – BAFO #1 -- laws will be State of MO
- Master Agreement
  - Confidentiality - See BAFO #1 response
  - Limitation of liability - BAFO #1 agreed that we can agree upon mutual agreeable terms
  - Need termination for if appropriations are not made and available for any given year
  - Governing law – state of California - BAFO #1 – laws will be State of MO
- 3.2.1.4. Final configuration at new center will require an assessment before new configuration and could require additional expense.
- 3.2.1.15: Offeror states VPI is not responsible for labeling – this is a requirement listed in the RFP.
  - o BAFO #1 understood and accepted
- 3.2.1.17: Currently unable to capture SMS messages -- this will be part of phase-2, upon conversion to i3. Capturing SMS messages is not a requirement to i3. Why are they taking exception?
  - o BAFO #1 – for the purposes of clarity and transparency only
- 3.2.7.23 IE or Firefox web based interface, but no mention of Chrome (Google/Android platforms). Do they support Chrome?
  - o BAFO #1 – users report they use Chrome but our guarantee is for interface rendering for IE and Firefox.
- 3.2.10.1 Offer doesn't address the requirement for redaction reason. Do they support redaction reason? You cannot mark a reason on why they have been redacted. BAFO #1 -- yes
- 3.2.2.4: Voice interface boards are a specialized hardware element that must be shipped directly from VPI.
- Company profile appears to list a lot of exceptions
- Keeps referring to The City and The City of Columbia and the City's site and the City's plans (even hand-written at one point City of Columbia)
- Maintenance cost raises each year thru Year 5
- MDC1200 assumed we have MCC7500. Can they support MDC1200?
  - o BAFO #1 -- yes

- 3.2.11.17 says NG911 not included in pricing, but County price sheet says included. Please clarify.
  - BAFO #1 – network interface card included for interfacing with your i3 network. Software adaptation is included under the initial warranty and support contracts. If however due to the manner in which the County implements i3 processes and standards calls for another server from VPI, this will be billed separately.
- Support does not seem as robust. Doesn't state where responding from or company used. Who are they using for on-site support?
  - BAFO #1 – Watauga, TX; Centennial, CO; Wall Township, NJ
- Pricing Clarification: Hardware – starting with single box now and adding a second box 2 years from now. Additional Hardware: all cards for recording now or what is the cost for adding cards later? Software: all licenses now or the cost to add licenses later?
  - BAFO #1 – pricing enclosed

**Experience/Expertise of Offeror**

**Strengths:**

- 20+ years of specialized experience serving mission critical needs of emergency communications centers
- Roots are in the development of mission critical public safety recording systems
- Proven project planning process; 35-50 installations/month with 1 day installations
- More than 1,500 customers
- Deeply involved in multiple NENA & APCO NG911 standards committees
- Wrote logging service requirements for NENA, a core component of NG911
- Actively involved with NENA NG911 Committee for development of standards and has participated in all ICE events; long-term NENA NG911 partner
- Developed world's first open architecture voice recording system.
- 5<sup>th</sup> generation system, which was designed from previous customers of VPI
- Only recording system on the market today that integrates Priority Dispatch for playback of recording calls directly from AQUA case review interface
- Roots in Missouri critical service
- Able to help 24/7/365
- Appears to have good 911 and Police Department References
- 35-50 installs/week; install could be 1 day



- Wrote logging service requirements for NENA

**Concerns**

- No Missouri public agency references provided. Who is your closest client to Boone County Missouri?
  - BAFO #1 – Bentonville PD in Bentonville, AR
- Offeror provided no listing of staff qualifications. Please provide.
  - BAFO #1 – included

**Summary: Following initial review, VPI did make the short list for demonstration/presentation provided they provide additional information to our clarification questions.**

**Following the demonstration, the committee noted there is nothing that shows that something has been redacted from the recording, such as a tone so you would know there is a redacted line. They do not support Chrome.**

**Summary:** The evaluation committee initially met on August 1, 2014. The committee reviewed, then scored the Offerors to create a short-list for demonstrations. VPI and DSS Corp were invited to demo their products on September 5, 2014. Following the meeting that day, the committee decided to begin negotiations with DSS Corp and a final best and final offer was submitted.

**Recommendation for Award:**

This evaluation report represents our subjective opinion of each Offeror's strengths and concerns and is based upon our analysis of the relevant facts, as contained in each Offeror's proposal.

We recommend that the County of Boone – Missouri award contract to **DSS CORP** for the services for *19-15JUL14 – Logging and Recording System for Public Safety Joint Communications*.

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**REQUEST FOR PROPOSAL NUMBER - Logging & Recording System for Public Safety Joint Communications**  
 Melinda Bobbitt, CPPO, Director of Purchasing

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Nelson Systems	7	5	12	50.00	62.0
Warner	10	15	25	29.18	54.2
Buscomm-Stancil	15	5	20	25.48	45.5
DSS Corporation	28	20	48	22.81	70.8
VPI	25	20	45	22.29	67.3
Buscomm-Verint	19	5	24	20.80	44.8
Exacom	20	20	40	10.08	50.1
Motorola	14	20	34	8.50	42.5
Voice Products	14	20	34	8.35	42.4

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

<u>Evaluator's Signatures</u> 	<u>Date</u> SEP 10 2014
Joe Piper, Acting Operations Manager	

<u>Evaluator's Signatures</u> 	<u>Date</u> SEP 10 2014
Scott Patterson, Systems Support Analyst	

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Dictation Sales & Services, Inc.** (hereinafter referred to as the Contractor).

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

The Contractor at his own Expense hereby agrees to furnish, deliver and install all materials, equipment and labor called for in the proposal designated and marked:

**PROPOSAL NUMBER 19-15JUL14  
LOGGING & RECORDING SYSTEM  
FOR BOONE COUNTY PUBLIC SAFETY JOINT COMMUNICATIONS  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as described in the Request for Proposal and any applicable addendum. The contract award is to **be in the amount of \$170,365.00 and the award is as follows:**

<u>Description</u>	<u>Qty</u>	<u>Price</u>
EQAIS4U DSS Equature NG9-1-1 Communication Recording System	1	\$99,814.00
EQTR001 118 Channels Voice and Data platform (48 Analog & 70 VoIP)		
EQAN1 ANI/ALI Data Capture		
EQSC001 Screen Recording		Included
One Year Warranty, 24x7x365 (Hardware, Software, Parts, Labor & Travel)	1	Included
Includes Shipping		
 <b><u>Full Unlimited Site License:</u></b>		
Instant Recall, Multi-Channel Scenario Reconstruction Playback, Live Monitor, Dashboard, Visual Mapping of calls, Reporting, Redaction, Cropping, and Notes Package		
 <b><u>Professional Services:</u></b>		
Installation, labor, set-up and testing of original system		\$3,600.00
Moving and reinstall system at new center		\$1,500.00
Comprehensive Training – End User, Administrator and Technical		Included
Special Government Allowance		-(\$24,449.00)
 <b><u>Add Options:</u></b>		
Application Capture – Auto Populating CAD Fields		\$2,625.00
100% Content Search – Spoken Word/Phrase Search		\$10,850.00
Quality Assessment Grading		\$1,995.00
Shared System Capabilities		Included
100% fully redundant Equature Recording System (99.999%)		\$25,535.00
 <b><u>Warranty:</u></b>		
Warranty Multi-Year: Warranty Support for Six (6) Years (1-year included warranty + 5 additional years)		\$48,895.00
 <b>TOTAL COST OF CONTRACT</b>		 <b>\$170,365.00</b>

Note: Equature comes standard as a sharable system. There is no upgrade cost to make it a shared system.

100% Money Back Satisfaction Guarantee through January 31, 2017

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.

Instructions and General Conditions  
 Introduction and General Information  
 Scope of Services  
 Contract Terms and Conditions  
 Proposal Submission Information  
 Response / Pricing Page  
 Bidder's Acknowledgment  
 Work Authorization Certification  
 Signature and Identity of Offeror  
 Certification Regarding Debarment  
 Standard Terms and Conditions  
 Statement of Offeror's Qualifications  
 Anti-Collusion Statement  
 Annual Wage Order #20  
 Addendums #1, #2, #3  
 Contract Agreement  
 DSS Corp Proposal Response dated July 2, 2014, executed by Gloria Kaminski  
 Clarification / Best and Final Offer #1 with DSS Corp BAFO Response dated August 14, 2014, executed by Larry Stidham  
 Clarification / Best and Final Offer #2 with DSS Corp BAFO Response dated September 15, 2014, executed by Larry Stidham  
 Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
 Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
 Affidavit - OSHA Requirements  
 Affidavit - Prevailing Wage

**Contract Period:** The initial term of the resulting contract agreement for the proposed equipment/software from this Request for Proposal will begin at the time of contract award and end upon project completion. **The one-year warranty** portion of the Contract Agreement shall extend for one year following installation. The After Warranty Support for an additional five years following the one-year warranty is \$48,895.00 (warranty + 5 additional years).

All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained first in this Contract Agreement and second in the proposal specifications and any applicable addenda shall prevail and control over the Contractor's proposal response.

Said specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that

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he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with Boone County Purchasing.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; and shall comply with all reasonable scheduling instructions of the County Representative as the project is being completed in a working 911 Public Safety Answering Point and Police, Fire and EMS dispatch agency throughout the term of this Contract Agreement.

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

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

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anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: One Hundred Seventy Thousand Three Hundred Sixty Five Dollars and Zero Cents: **\$170,365.00** 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.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 11-18-14 at Columbia, Missouri. (Date)

CONTRACTOR:  
DICTATION SALES & SERVICES, INC.

By: Gloria Kaminski  
Authorized Representative Signature

By: GLORIA KAMINSKI  
Authorized Representative Printed Name  
Title: ADMINISTRATOR

OWNER:  
BOONE COUNTY, MISSOURI

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

Approved as to Legal Form:

[Signature]  
CJ Dykhouse  
Boone County Counselor

ATTEST:

Wendy S. Noren  
Wendy Noren, County Clerk

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

Jane Peterford by [Signature] 2020-92300 -\$170,365.00  
Signature Date Appropriation Account

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and  
firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, in the amount of  
\_\_\_\_\_ Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with  
Owner for:

***BID NUMBER 19-15JUL14  
LOGGING AND RECORDING SYSTEM  
FOR BOONE COUNTY PUBLIC SAFETY JOINT COMMUNICATIONS  
BOONE COUNTY, MISSOURI***

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

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

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

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

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

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

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



IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-In-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

\_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,

as Principal, hereinafter called Contractor, and \_\_\_\_\_,

a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

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

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

***BID NUMBER 19-15JUL14  
LOGGING AND RECORDING SYSTEM  
FOR BOONE COUNTY PUBLIC SAFETY JOINT COMMUNICATIONS  
BOONE COUNTY, MISSOURI***

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

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

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September 10, 2014

Dictation Sales & Service, Inc.  
Attn: Larry Stidham, Industry Specialist  
18311 W10MileRoad  
Southfield, MI 48075

E-mail: lstidham@dss-com.com

RE: Clarification / Best & Final Offer #2 to *19-15JUL14-Logging & Recording System for Boone County Public Safety Joint Communications*

Dear Mr. Stidham:

In accordance with section 5.1.2. of RFP number *19-15JUL14-Logging & Recording System for Boone County Public Safety Joint Communications*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your firm.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

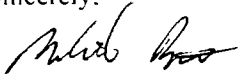
As a result of this request for Clarification / Best and Final Offer #2, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to provide written response to this BAFO by **10:00 a.m. September 16, 2014** by e-mail to mbobbitt@boonecountymo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail [Mbobbitt@boonecowltymo.org](mailto:Mbobbitt@boonecowltymo.org). I sincerely appreciate your efforts in working with Boone County- Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPO, GPPB  
Director of Purchasing

cc: Evaluation Team  
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #2

**BOONE COUNTY- MISSOURI**

PROPOSAL NUMBER AND DESCRIPTION: *19-15JUL14- Logging & Recording System for Boone County Public Safety Joint Communications*

**CLARIFICATION / BEST AND FINAL OFFER FORM #2**

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted in writing on or before **10:00 a.m. September 16, 2014** by e-mail.

**CLARIFICATION – please provide a response to the following requests.**

- 1) Regarding your response to BAFO #1, question 7. We want to ensure the capability of logging MDC1200 data is developed to allow this data to be stored with associated recordings. If there is additional cost for this, please indicate such. Yes, DSS Corp will develop this interface at no cost to Boone Co. Time frame is 6 months.
- 2) We currently have a Stancil Ten-4 recorder and store one year of recordings. The audio is stored as wav files. Is it possible to import/migrate the recordings and metadata from the current recorder to Equature in order to not maintain two separate systems? Is there additional cost for this? We would need access to the Stancil raw file storage which may have proprietary headers etc. in the file that would make importing calls not available without Stancil providing the decryption keys which they most likely would not provide. We commit to looking at importing the calls however not all the meta data may be accessible. We would have to look at it to be sure and no cost to Boone Co.
- 3) Please provide best and final pricing for the following if the County purchases all of this at the onset of the project:

<b>Model</b>	<b>Description</b>		
EQAIS4U	DSS Equature NG9-I-I Communication Recording System	1	\$99,814.00
EQTROO1	118 Channels Voice and Data platform (48 Analog & 70 VoiP)		
EQAN1	ANI/ALI Data Capture		
EQSCOO1	Screen Recording (this was included in the original RFP response but not on BAFO #1 response- is this still included at no cost?)		\$Included
	One Year Warranty, 24x7x365 (Hardware, Software, Parts, Labor & Travel) Includes Shipping	1	\$Included
<b><u>Full Unlimited Site License:</u></b>			
Instant Recall, Multi-Channel Scenario Reconstruction Playback, Live Monitor, Dashboard, Visual Mapping of calls, Reporting, Redaction, Cropping, and Notes Package			
<b><u>Professional Services:</u></b>			
	Installation, labor, set-up and testing of original system		\$3,600.00
	Moving and reinstall system at new center		\$1,500.00
	Comprehensive Training-End User, Administrator and Technical		Included
	Special Government Allowance		-\$24,449.00)
	Sub-Total for Professional Services		\$5,100.00
<b><u>Intend to purchase the following Options:</u></b>			
	Application Capture – Auto Populating CAD Fields		\$2,625.00
	100% Content Search – Spoken Word/Phrase Search		\$10,850.00
	Quality Assessment Grading		\$1,995.00
	Shared System Capabilities		\$Included
	100% fully redundant Equature Recording System (99.999%)		\$25,535.00
	<b>GRAND TOTAL</b>		<b>\$121,470.00</b>

- 4) Include yearly maintenance cost of this configuration following end of warranty period as well as the lump sum cost for five (5) years of maintenance paid upfront.

Annual after-warranty support will be available at the follow rate:

Year one	Warranty	No Charge
Year two		\$12,225.00
Year three		\$12,225.00
Year four		\$12,225.00
Year five		\$12,225.00
(Year six		\$12,225.00)

Multi-year discounts are available if all four years of after-warranty support are purchased upfront in advance. Total after warranty support for 5 years (warranty + 4 additional years) would be \$39,120.00.

Total after warranty support for 6 years (warranty + 5 additional years) would be \$48,895.00.

**Please attach a page that breaks out the material and labor/installation costs for this quote.**

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed.

Company Name: DSS Corporation

Address: 18311 West 10 Mile Road, Southfield, MI 48075

Telephone: (866) 377-2677 ext. 2233 Fax: (248) 569-6567

Federal Tax ID (or Social Security#): 38-2110008

Print Name: Larry Stidham Title: Industry Specialist

Signature:  Date: 9/15/14

E-mail: lstidham@dss-corp.com





18311 W. Ten Mile Road  
 Southfield, MI 48075  
 Telephone: 866.377.2677  
 Fax: 248.569.6567

September 15, 2014

**BEST & FINAL OFFER 2  
 FOR  
 Boone County Public Safety Joint Communications**

<b>QTY</b>	<b>Model Number</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
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1	EQAIS4U	DSS Equature NG9-1-1 Communication Recording System	
	EQTR001	<b>118 Channels</b> Voice and Data Platform (48 Analog & 70 VoIP)	\$99,814.00
	EQANI	ANI/ALI Data Capture	
	EQSC001	Screen Recording	

One Year Warranty, 24x7x365 (Hardware, Software, Parts, Labor & Travel)  
 Includes Shipping

**Full Unlimited Site License:**

Instant Recall, Multi-channel Scenario Reconstruction Playback, Live Monitor, Dashboard,  
 Visual Mapping of calls, Reporting, Redaction, Cropping, and Notes Package

**Professional Services:**

Installation, labor, set-up and testing of original system	\$3,600.00	
Moving and reinstall system at new center	\$1,500.00	
Comprehensive Training - End User, Administrator and Technical	<del>\$2,500.00</del>	<b>Included</b>
Special Government Allowance	<del>-\$24,449.00</del>	
<b>Total</b>	<b>\$80,465.00</b>	

**Add-Options:**

	<u>Price</u>	<u>Partner</u>
1) Application Capture – Auto Populating CAD Fields	\$3,150.00	<b>\$2,625.00</b>
2) 100% Content Search – Spoken Word/Phrase Search	\$13,695.00	<b>\$10,850.00</b>
3) Quality Assessment Grading	\$2,495.00	<b>\$1,995.00</b>
4) Shared System Capabilities	\$0.00	<b>\$0.00*</b>
100% fully redundant Equature Recording System (99.999%)	\$75,365.00	<b><u>\$25,535.00</u></b>

**Grand total including options      \$121,470.00**

**\*Note:** Equature comes standard as a sharable system. There is no upgrade cost to make it a shared system.

100% Money Back Satisfaction Guarantee

Expires January 31, 2017

# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

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August 6, 2014

Dictation Sales & Service, Inc.  
Attn: Gloria Kaminski, Administrator  
18311 W10 Mile Road  
Southfield, MI 48075

E-mail: [gkay@dss-corp.com](mailto:gkay@dss-corp.com)

RE: Clarification / Best & Final Offer #1 to 19-15JUL14-Logging & Recording System for Boone County Public Safety Joint Communications

Dear Ms. Kaminski:

In accordance with section 5.1.2. of RFP number 19-15JUL14 -Logging & Recording System for Boone County Public Safety Joint Communications, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your firm.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

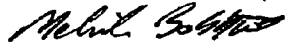
As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to provide written response to this BAFO by **10:00 a.m. August 15, 2014** by e-mail to [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail [mboitt@boonecountymo.org](mailto:mboitt@boonecountymo.org) sincerely appreciate your efforts in working with Boone County -Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Evaluation Team  
Proposal-pile

Attachments: Clarification / Best and Final Offer (BAFO) · Form#1

BOONE COUNTY- MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: 19-15JUL14-Logging & Recording System for Boone County Public Safety Joint Communications

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted in writing on or before 10:00 a.m. August 15, 2014 by e-mail.

CLARIFICATION-please provide a response to the following requests.

- 1) Please note that the OSHA Certification was provided for informational purpose and must be completed and submitted to the County at the end of the project by the Contractor (not with proposal response). Understood – We will provide the OSHA Certification at the end of the project if chosen as the partner for recording.
- 2) Please define your exception to Paragraph 3.2.6.2.-currently does not allow schedule reports for automated runs & delivery by e-mail but being considered in development. What is your time frame for this option to be available? This feature is slated for the new release of the updated reporting package due in 3-6 Months.
- 3) Please define your exception to paragraph 3.2.6.3.- Currently does not recommend suitable for schedule runs off-peak hours based on size but being considered in development. What is your time frame for this option to be available? This feature is slated for the new release of the updated reporting package due in 3-6 Months.
- 4) Please define your exception to paragraph 3.2.6.4.- Currently does not present a report showing all scheduled report runs and status but being considered in development. What is your time frame for this option to be available? This feature is slated for the new release of the updated reporting package due in 3-6 Months.
- 5) Please define your exception to paragraph 3.2.6.6.-standard reporting package does not include real-time notifications of abnormal call stats but being considered in development. What is your time frame for this option to be available? This feature is slated for the new release of the updated reporting package due in 3-6 Months.
- 6) Please define your exception to Exception to paragraph 3.2.6.7.- Graphical reports displaying & organizing flagged recordings by type not supported but being considered in development. What is your time frame for this option to be available? This feature is slated for the new release of the updated reporting package due in 3-6 Months.
- 7) Your proposal response states that logging of MDC1200 is on the development list. What is your time frame for this option to be available? Do you have an interim solution for logging MDC1200? We can record the audio today – the data capture for PPT identifiers and emergency button activations will require development. Time frame is 6 months. The MDC1200 is a legacy protocol and we have rarely been requested to log it. Our focus has been and continues to be leading on NG9-1-1 Standards development. As a result, adding logging of MDC1200 data had not been a priority. If it is important to you and you need it, if you partner with DSS Corp we will supply it.
- 8) Please provide you're pricing for 14 VOIP licenses. Licensing for this would be \$6,139.00. This is included as part of the updated pricing provided in the answers below.

- 9) Pricing Clarification-the County is on a limited budget for this project. Please provide pricing for the following scenarios: Please refer to the separate pricing attachment for details.
- a. Hardware:
    - a) Purchasing two boxes now. (configured for 32 analog & 14 VoIP) \$48,574.00
    - b) Purchasing a single box now and adding a second box two years from now. \$33,149.00 first box / \$15,425.00 second box. DSS will honor upfront partner pricing for equipment and/or software purchased until January 31, 2017.
  - b. Additional Hardware: See note below
    - a) all cards for recording purchased now
    - b) the cost for adding cards later
  - c. Software: See note below
    - a) all licenses purchased now
    - b) the cost to add licenses later

**Note:** DSS Corporation will provide pricing for voice cards and recording licenses as part of a presentation or phone conversation or under confidential cover. We do not wish to provide detailed pricing on this form as it will be available for FOIA request and open to our competitors.

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed.

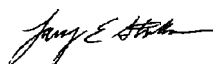
Company Name: DSS Corporation

Address: 18311 West 10 Mile Road, Southfield, MI 48075

Telephone: (866) 377-2677 x 2233 Fax: (248) 569-6567

Federal Tax ID (or Social Security#): 38-2110008

Print Name: Larry Stidham Title: Industry Specialist

Signature:  Date: 8/14/14

E-mail: lstidham@dss-corp.com



**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 19-15JUL14 – Logging and Recording System for Public Safety Joint Communications**

**ADDENDUM #3 - Issued July 8, 2014**

This addendum is issued in accordance with the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal Response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. ADD additional clarification to item #13 in Addendum #2 to read:

The PSAP currently has five (5) administrative and ancillary positions that require access to the system and expects to increase their number of FTEs as they expand to the new facility. The exact number of employees is yet to be determined.

II. The County has received the following question and is providing a response:

1. Can respondents submit separate individual bids for more than one product?

**Response: Yes**

2. Section 3.2 – The specification appears to be contradictory. The beginning of the paragraph states “Respondents shall identify whether the proposed system complies with each requirement and explain the compliance in a narrative”. Then later in the paragraph it states “Respondents shall submit a bid package. This package shall include a paragraph by paragraph response for all sections. The responses are limited to: Understood and comply, clarification, or exception.” Please clarify whether you need a narrative or a response limited to Understood and comply, clarification, or exception.

**Response: It is acceptable to provide a response that includes: Understood and comply, clarification, or exception. For items that request an explanation of functionality the respondent shall provide additional narrative.**

3. Breakout of the type and quantity of all channels to be recorded. For example, number of IP Trunks, number of IP Stations, number of Analog, number of Conventional Radio, number of P25 IP Radio Talk Groups, etc.

**Response: Please refer to Addendum 2 response #1 issued July 7, 2014**

4. Manufacture and model of the PBX/Switch for admin phone lines?

**Response: Please refer to Addendum 2 response #1 issued July 7, 2014**

5. If VoIP, is CTI installed and enabled? If YES, what protocol and version are being run?

**Response: Please refer to Addendum 2 response #28 issued July 7, 2014**

6. What are the Make(s), Model(s), and type of phones [analog, digital, VoIP]

**Response: Please refer to Addendum 2 response #28 issued July 7, 2014**

7. Is your Radio system recording preference in Analog or IP?

**Response: Please refer to Addendum 2 response #1 issued July 7, 2014**

8. Confirm the number of talk groups to be recorded.

**Response: Please refer to Addendum 2 response # 28 issued July 7, 2014**

9. Manufacturer, model and version of radio system, including the Motorola AIS server.

**Response: Please refer to Addendum 2 response #1 issued July 7, 2014**

10. What 911 controller is in place?

**Response: Please refer to Addendum 2 response #29 issued July 7, 2014**

11. Is there an available PORT connection for CAD SPILL? What type?

**Response: The current legacy CAD will not be integrated with the logger. The future CAD system is yet to be determined.**

12. Average inbound call volume per month?

**Response: 26,000 calls**

13. Average outbound call volume per month?

**Response: 4,500 calls**

14. Number of months wanted for online and/or offline retention?

**Response: 12 months**

15. Do call takers have assigned seats or move around?

**Response: Telecommunicators do not have assigned seats**

16. Is login/log out tracked?

**Response: Yes**

17. What version of windows do the PC's run?

**Response: The pc's in the current facility run Windows 7. The operating system for the pcs in the new facility is yet to be determined.**

18. How many positions require screen capture? How many monitors at each position?

**Response: Current positions average 4 monitors for calltaking and dispatch. The number of monitors in the future configuration is yet to be determined. There are currently 14 positions. There will be a minimum of 21 in the new facility.**

19. Does Boone County have a Network Attached Storage Server which can be used for archiving?

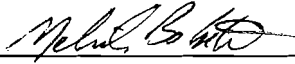
**Response: Yes**

20. How many positions require Instant Recall?

**Response: All positions require Instant Recall Recording**

21. How many users require concurrent access for Scenario Reconstruction?

**Response: Up to 5 simultaneous users**

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

OFFEROR has examined copy of Addendum #3 to Request for Proposal *19-15JUL14 – Logging and Recording System for Public Safety Joint Communications* receipt of which is hereby acknowledged:

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_





**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 19-15JUL14 – Logging and Recording System for Public Safety Joint Communications**

**ADDENDUM #2 - Issued July 3, 2014**

This addendum is issued in accordance with the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal Response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. The County has received the following questions and is providing a response:

1. Specification 3.2.1.4. : The specification indicates that the system shall support 100-130 channels of analog and digital communications and it also discusses ROIP. The responder will need to know the exact configuration to propose. For example: Recording system must have the capacity of 256 channels, but configured to support XX analog/ XX digital/ XX ROIP/ XX VOIP?

Please identify the exact number of the specific types of channels that will be the base of the evaluation of the bid. That is, how many analog channels, how many digital TDM channels (please identify the brand and model of the PBX and telephone handsets) and how many SIP channels are desired. Please include the type and quantity of radio channels to be recorded. Is "multimedia data" (text, pictures, video) SIP base RTP media delivered over an ESInet? If so how many simultaneous SIP or SIPREC sessions are expected. Is "TTY Baudot" expected over analog channels or via NG9-1-1 SIP? Please identify the brand and models of RoIP communications equipment (e.g. radio consoles etc.) to be included in the system.

Regarding "integrity of logging at both locations"- are you looking for fully duplicated recorders at both locations? Or, are you looking for the recordings at the "existing center" to be included in storage of recordings at the "new center"? Please clarify the meaning of this requirement.

**Response:** The County needs this recorder to function in the current environment which is mostly analog recording. This device will also need to support the needs of the County in the new facility (yet to be constructed). We envision at the new facility a fairly even split of analog and digital recordings, as such we would recommend that you have the minimum capacity of recording 66 channels analog and 66 channels digitally. We know that we will be moving and upgrading the Cassidian Telephone solution in place today to the new facility, we currently have not selected the facility PBX system, nor have we selected the radio console vendor, as such we are unable to confirm accurate and firm counts at this time.

The current radio system operates in the VHF band using conventional mobile relay/repeater mode. The future design is unknown at this time.

The current environment does not include an ESInet or NG9-1-1 SIP/SIPREC sessions or RoIP.

2. In addition, it would be very helpful if the specifications indicated what model of PBX, handset models Radio: Motorola Astro 25 Radio?, # of talk groups? If so, will an AIS server be provided?

**Response:** see response #1

3. Regarding paragraph 3.2.1.6. Assuming, as indicated, that the P25 radio channels are conventional and not trunked, can you please identify the exact number of such channels to be recorded.

**Response:** see response #1

4. Regarding paragraph 3.2.1.6. - MDC-1200 data, are there conventional VHF radio channels in addition to the conventional P25 radio channels? If so, please confirm the quantity of each type.

**Response:** see response #1

5. Regarding paragraph 3.2.1.6. - How many conventional VHF channels include MDC-1200 data (Radio ID/radio ANI) to be recorded?

**Response:** see response #1

6. Regarding paragraph 3.2.1.12. - It is believed that the only way to guarantee 99.999% uptime reliability is to deploy two fully redundant recorders in parallel. Is that what is desired by the county? Or, is some lowest possible level or percentage of uptime reliability acceptable?

**Response:** Respondent should describe how they propose to meet the stated reliability requirement.

7. Regarding paragraph 3.2.1.17. - Please confirm if J-STD-110 ATIS/TIA SMS to 9-1-1 is the only acceptable text to 9-1-1 method. In the alternative, will any of the FCC/NENA approved interim SMS text to 9-1-1 methods be utilized?

**Response:** The FCC/NENA interim SMS text solutions are referenced in J-STD-110 ATIS/TIA SMS to 9-1-1

8. Regarding paragraph 3.2.1.17. - Please identify whether TTY type, web browser http or true IP (Ng9-1-1) type text to 9-1-1 will be deployed for recording purposes.

**Response:** The timing and methodology of deployment of interim text to 9-1-1 has not yet been determined

9. Regarding paragraph 3.2.1.17. - Please identify your chosen SMS text to 9-1-1 TCC provider (e.g. Intrado or TCS or a third party)

**Response:** see response #8

10. Regarding paragraph 3.2.3.1. - Please define the meaning of “customizable and interactive”.

**Response:** The user shall be able to customize how represented data is filtered and displayed

11. How many answering positions do you have?

**Response:** It is the current intention to accommodate 21 answering positions in the new facility however exact counts are not yet finalized

12. If you have separate dispatching positions, how many of those do you have?

**Response:** Positions accommodate both call handling and dispatch

13. How many dispatch/call takers do you have on staff total?

**Response:** PSJC is authorized for 39 full time equivalents

14. It is mentioned in 3.2.1.4 the system needs to support between 100 - 130 channels. How many channels does the system need to record when delivered?

**Response:** see response #1

15. What is the breakdown of channel types:

**Response:** see response #1

16. How many analog channels?

**Response:** see response #1

17. How many digital phone channels (and type of digital PBX and model of phone sets)?

**Response:** see response #1

18. How many VoIP/SIP channels (and type of phone system)?

**Response:** see response #1

19. What type of radio system do you have?

**Response:** see response #1

20. What make/model radio console are you using?

**Response:** Orbacom TDM 150 in the current facility; system for new facility has not been selected yet

21. Will you be recording RoIP or will the radio feeds be delivered to the recording system via analog?

**Response:** see response #1

22. 3.2.1.6 - Are you receiving Motorola MDC1200 data?

**Response:** Yes the County decodes MDC1200 PTT identifiers and emergency button activations

23. 3.2.1.13 - Are you proposing vendors provide an exact duplicate second recording system recording in parallel?

**Response:** No

24. We are a corporation, is it necessary for us to fill out and sign pages 38 & 39?

**Response:** No. You are only required to complete page 39 - Work Authorization Certification and return the proof of enrollment page.

25. Page 41 - Does this apply? We are not seeking Federal Assistance Funds.

**Response:** Because the County has upon occasion received some federal funding after contract execution, we include the Debarment Certification in our bids. It is not a requirement for you to complete and return in order to submit a bid.

26. Pages 47 - 56 - Are these pages to be filled out once a contract is awarded?

**Response:** Pages 47-56 were provided in the bid for informational purpose. Pages 47 & 48 will be required to be returned to the County by the Contractor at the end of the project. Pages 49-56 - contract and bonds will be required to be returned by the Contractor at contract execution.

27. In 3.2.1.4 for the 100 to 130 channels specified please give a quantity breakdown for each type of channel:

- a) Analog
- b) Digital (TDM)
- c) VoIP
- d) RoIP
- e) P25 Radio
- f) Multi-Media
- g) TTY
- h) ASCII (Serial).

**Response:** see response #1

28. What manufacturer and model is the following equipment:

- a) Analog Telephone Switch and Instrument -TBD
- b) Analog Radio- TBD

- c) Digital Telephone Switch and Instrument – Currently Cassidian Patriot 3.3 solution / will be upgraded to Cassidian Vesta at the new facility
- d) Digital Radio -TBD
- e) VoIP Telephone Switch and Instrument- See c.) additional VoIP administrative phone system as yet to be determined
- f) RoIP Radio -TBD
- g) P25 Radio- TDB
- h) Call Taker Console – See c.) above
- i) Dispatch Console- Currently Orbacom TDM 150 consoles future TBD

**Response:** see responses in line above for questions a-i

29. What manufacturer and model is the ANI/ALI controller that provides service to PSJC?

**Response:** The Cassidian Sentinel Patriot 3.3 handles the ANI/ALI controller functions

30. 3.2.1.4 States: “desire of a single chassis solution at the new facility”. 3.2.1.12 states: “shall meet an uptime of 99.999 percent or better”. We believe to meet an uptime of 99.999 percent that 100% duplicate redundant recorders will be required. If that is the case how can a single chassis solution satisfy this requirement?

**Response:** Examples are hot swappable dual power supplies, dual automatic duplication of hard drives, dual key mother board components. Respondent should provide what they determine to be the most reasonable solution to meet the requirements.

31. 3.2.5.1: states that the system shall provide for one (1) one year plus 25% growth for storage to retain recordings. If we assume 130 channels how many and what is the duration of telephone and radio calls for (1) year on the 130 channels for purposes of calculating storage requirements?


**Response:** Average telephone length is approximately 100 seconds; average radio traffic is approximately 25 seconds.

32. Please explain what is meant by 3.2.5.1.3 “Maximum number of simultaneous recorders supported”. ??

**Response:** If a solution involves the use of multiple recorders to accommodate growth or expansion what is the maximum number that can be supported

33. 3.2.11.9 States “support archiving onto dual removable media” this seems to imply that archive storage is on DVD. The EXACOM “Hindsight-G2” recorder system uses a Raid NAS configuration sized to meet the “(1) one year plus 25% growth for storage” stated in 3.2.5.1. We have found that the HDD used in our NAS is much more reliable than DVD’s. Does this meet PSJC’s requirements?

**Response:** You should state how we could store and recover information beyond the 1 year period for incidents involved in legal cases.

By:   
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Proposal *19-15JUL14 – Logging and Recording System for Public Safety Joint Communications* receipt of which is hereby acknowledged:

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 19-15JUL14 – Logging and Recording System for Public  
Safety Joint Communications**

**ADDENDUM #1 - Issued June 23, 2014**


This addendum is issued in accordance with the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal Response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. Change paragraph 2.8 to read:  
**Billing and Payment:** All invoices must be submitted to **Boone County Joint Communications**. Payment will be made within 30 days after receipt of a correct and valid invoice following completion and acceptance of project. Purchase Order or contract number should appear on invoice.
- II. Change paragraph 2.9 to read:  
**Designee and Invoices:** Boone County Joint Communications. Invoices to Boone County Joint Communications, Attention: Joe Piper, 17 N. 7<sup>th</sup> Street, Suite A, Columbia, MO 65201
- III. Add to paragraph 6.1. Pricing: Detailed pricing must break out equipment, installation and maintenance.
- IV. The County has received the following question and is providing a response:
  1. Please let me know if the P25 channels to be recorded are conventional P25 versus Taunt P25 channels, and how many of them are there? Also can you let me know how many VHS channels are to be recorded?

**Response:** There appear to be a few errors in the question as posed. "VHS" should be "VHF" as the reference is to the number of radio system channels the county is expecting to record. "Taunt" should be "Trunked" as the context is whether or not the channels are conventional or trunked channels. The radio portion of the logging solution be capable of recording 20 conventional radio channels.

By:

  
**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Proposal **19-15JUL14 – Logging and Recording System for Public Safety Joint Communications** receipt of which is hereby acknowledged:

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

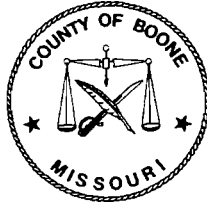
E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL**

**FOR**

**LOGGING AND RECORDING SYSTEM FOR PUBLIC SAFETY JOINT  
COMMUNICATIONS**

**RFP #19-15JUL14**

**Release Date: June 10, 2014**

**Submittal Deadline:**

**July 15, 2014**

**not later than 1:30 P.M. central time**

**Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPO, CPPB, Director  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**



**NOTICE OF REQUEST FOR PROPOSAL**

Boone County is accepting Request for Proposal for the following:

**PROPOSAL #: 19-15JUL14– Logging and Recording System for Public Safety Joint Communications**

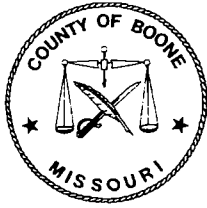
Sealed proposals will be accepted until 1:30 p.m. on July 15, 2014, in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

Insertion: June 10, 2014  
COLUMBIA MISSOURIAN



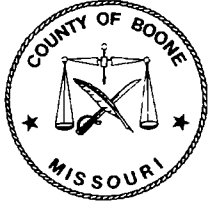
## 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1. **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., Central Time, on Thursday, July 15, 2014, to:**

Boone County Purchasing Department  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) Respondents must **submit one (1) original and ten (10) copies of the proposal (total of eleven [11]).** Proposals will be opened publicly, but only names of Respondents will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at [www.showmeboone.com](http://www.showmeboone.com), then select "Purchasing", then "Current Bid Opportunities".



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1. Introduction:

2.1.1 This document constitutes a request for sealed proposals for a **Logging and Recording System for Public Safety Joint Communications** as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Contract Terms and Conditions for Awarded Contractor
- 5) Proposal Submission Information
- 6) Response/Pricing Page
- 7) Bidder's Acknowledgment
- 8) Instructions for Compliance with House Bill 1549
  - a. Work Authorization Certification
  - b. Individual Affidavit
  - c. Certification of Individual Bidder
- 9) Signature and Identity of Offeror
- 10) Debarment Certification
- 11) Standard Terms and Conditions
- 12) Statement of Respondent's Qualifications
- 13) Anti-Collusion Statement
- 14) Affidavit Compliance with the Prevailing Wage Law (only returned from awarded Contractor at project completion)
- 15) Affidavit of Compliance with OSHA (only returned by awarded Contractor at project completion)
- 16) **Sample** Contract Agreement (only returned from awarded Contractor)
- 17) **Sample** Performance Bond (only returned from awarded Contractor)
- 18) **Sample** Labor & Material Payment Bond (only returned from awarded Contractor)
- 19) "No Bid" Response Form
- 20) Annual Wage Order #20

### 2.2. Guideline for Written Questions:

2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Tuesday, July 1, 2014**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

### 2.3. Bonds

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

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

### 2.4. Owner's Tax Exemption Status

The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

2.5. **Insurance Requirements:** The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

2.5.1. The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall

be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.5.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work. and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.4. **COMMERCIAL Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.5.5. **BUILDER'S RISK** - The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract.
- 2.5.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.6. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these

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

**2.7. Criminal Background Check -** Boone County/PSJC (9-1-1) reserves the right to approve individuals who will be working on this project. Individual employees will be expected to execute appropriate releases to authorize criminal background checks. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County/PSJC (9-1-1), shall not be permitted to work on the project

**2.8. Billing and Payment:** All invoices must be submitted to **Boone County Auditor** as outlined in paragraph 2.10. Payment will be made within 30 days after receipt of a correct and valid invoice following completion and acceptance of project. Purchase Order or contract number should appear on invoice.

**2.9. Designee:** Boone County Commission. Invoices to Boone County Auditor, Attention Jason Gibson, 805 E. Walnut, Room 304, Columbia, MO 65201

**2.10. Proposed Solicitation/Award Schedule (these are approximate dates):**

2.10.1.	June 10, 2014	Release of RFP
2.10.2.	June 10, 2014	Advertisement of RFP
2.10.3.	July 1, 2014, 5:00 p.m.	Deadline for submitting questions
2.10.4.	July 15, 2014, 1:30 p.m.	Proposal due date and time
2.10.5.	July 15 – September 15, 2014	RFP Evaluation
2.10.6.	September 15, 2014	Contract Award
2.10.7.	October 15, 2014	Notice to Proceed
2.10.8.	December 31, 2014	Completion/Full Acceptance Date



### **3. SCOPE OF SERVICES**

#### **3.1. Background:**

Boone County, Missouri, (County) intends to procure a digital multimedia logging recorder system with optional add-ons (e.g., Quality Assurance [QA], Computer Aided Dispatch [CAD] integration, Analytics, and Shared Services). The system shall include the ability to capture and archive telephone, multimedia and radio communications. The County understands that this is a complex undertaking and seeks Respondents that are capable of providing a cost-effective and scalable system.

The County desires to procure and install a system that addresses the immediate needs at the County's Public Safety Joint Communications (PSJC) Department and also provides inherent flexibility for future expansion and relocation to the new Boone County Emergency Operations Center (EOC) /Public Safety Answering Point (PSAP) facility in late 2015. Respondents shall provide necessary services for installation of the new equipment, and removal of decommissioned logging recorder equipment at Boone County's PSJC at 17 N. 7th Street, Columbia, MO.

#### **3.2. Scope of Services:**

The digital multimedia logging recorder system shall include at a minimum the below listed features. Respondents shall identify whether the proposed system complies with each requirement and explain the compliance in a narrative. In order to demonstrate total system knowledge and an understanding of requirements, Respondents shall submit a bid package. This package shall include a paragraph-by-paragraph response for all sections. The responses are limited to: understood and comply, clarification, or exception.

Respondents are required to have been in the business at least two (2) years and must provide five (5) references from clients whose systems were installed within the past five (5) years.

##### **3.2.1. System Design and Architecture**

- 3.2.1.1. The proposed system shall be of open architecture; all hardware parts, assemblies, and components contained in the recorder must be non-proprietary, available commercially off the shelf (COTS) from major manufacturers. (Provide a list of all recorder components.)
- 3.2.1.2. The proposed system shall employ a fully-redundant hard disk drive (HDD) using a Redundant Array of Independent Disks (RAID) or equivalent capability. Respondents shall describe in detail how redundancy is achieved, including the level of RAID proposed (or other method).
- 3.2.1.3. The proposed system shall contain "hot-swappable" hard disk drives with at least one spare hot-swappable drive included.



- 3.2.1.4. The proposed system shall support between 100 to 130 channels<sup>1</sup> capable of logging a combination of analog and digital communications, multimedia data (i.e., text, pictures, video), TTY Baudot, American *Standard Code for Information Interchange* (ASCII), data associated with Radio over Internet Protocol (RoIP) and i3 formats (when standardized by NENA). While the desire is for logging to be contained within a single chassis, the County also wishes to ensure recordings are not lost at the existing center or the new center when that transition occurs. As such the respondent shall describe how they will ensure the integrity of logging at both locations, while meeting the desire of a single chassis solution at the new facility.
- 3.2.1.5. The proposed system shall be capable of simultaneous recording on multiple channels and shall monitor/playback on an unlimited number of remote workstations without loss of data or deterioration to the rest of the system processes.
- 3.2.1.6. The proposed system shall support conventional APCO Project 25 (P25) radio systems, recording Base Station Traffic on an Open Systems Interconnection (OSI) Layer 3 level P25 Common Air Interface (CAI) recording of channel, radio identification (ID), and emergency alert information. Respondent shall describe the capability to log Motorola Data Communications (MDC) 1200 data.
- 3.2.1.7. The proposed system shall utilize a non-proprietary, Open Database Connectivity (ODBC)-compliant database for centralized management of all recorded communications.
- 3.2.1.8. The proposed system shall protect original loggings and recordings and provide verifiable digital watermarking.
- 3.2.1.9. The proposed system shall support Network Time Protocol (NTP) and keep track of time and date, even when there is no recording taking place. It shall provide automatic compensation for daylight saving time.
- 3.2.1.10. The proposed system shall be able to run on a variety of mission-critical enterprise servers, configurable with multiple degrees of redundancy, up to a completely redundant configuration with no single point of failure.
- 3.2.1.11. The proposed system shall support on-line monitoring locally via maintenance and administration terminals, as well as a Web-based interface.
- 3.2.1.12. The proposed system shall meet an uptime of 99.999 percent or better. Respondents must describe any scheduled maintenance or upgrades that would require the proposed system to be taken out of service. Respondents must describe how service packs, security patches, and other software updates are applied to prevent downtime
- 3.2.1.13. The proposed system shall be configured into a fully redundant design and be certified to Part 15, Subpart "J" and, as applicable, Part 68 of the Federal Communications Commission (FCC) rules for Class "A" computing devices.
- 3.2.1.14. The proposed system shall be able to operate in ambient temperatures ranging between 40° F and 95° F, with relative humidity ranging from 10 percent to 95 percent.

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<sup>1</sup> For the purpose of this RFP the term "channel" shall include individual communications sessions for IP recording

- 3.2.1.15. The proposed system shall have all termination points, jacks, patch panels, and cables labeled. Labeling schemes shall be approved by PSJC staff prior to installation.
- 3.2.1.16. The proposed system will be powered through a County-provided uninterruptible power supply (UPS). Respondents shall provide detailed estimates of the kilovolt-ampere (kVA) load.
- 3.2.1.17. The proposed system shall support recording and playback of interim Short Message Service (SMS) text-to-9-1-1 as described in J-STD-110, Joint ATIS/TIA Native SMS to 9-1-1 Requirements and Architecture Specification.
- 3.2.1.18. The proposed system shall provide complete integration with the automatic number identification/automatic location information (ANI/ALI) controller that provides service to PSJC and be capable of recording the ANI/ALI associated with the 9-1-1 call.
- 3.2.1.19. The proposed system shall support screen capture.

**3.2.2. Installation, Warranty and Repair**

- 3.2.2.1. The proposed system shall include a maintenance program that incorporates software updates and upgrades at no additional charge, with pricing shown for annual payments for five (5) years after the warranty period expiration.
- 3.2.2.2. The proposed system's equipment shall be warranted for a period of one (1) year from the date of acceptance for operation (substantial completion) by the County or County's Representatives. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any equipment should fail during the warranty period, it shall be replaced and the proposed system restored to service at no expense to the Owner.
- 3.2.2.3. The successful Respondent shall deliver to the Owner or Owner's Representatives, prior to final acceptance for operation of any item of equipment, the manufacturer's written warranty as outlined above. The manufacturer's warranty period shall run concurrently with the Owner's warranty. The successful Respondent shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for the equipment specified. Manufacturer equipment warranties shall be transferred to the Owner.
- 3.2.2.4. The manufacturer of the proposed logging recorder system shall support the system, and maintain complete stock of all repair components for the system, for a period of not less than six (6) years after initial delivery. These parts shall be available for same-day shipment, on an expedited basis, 24 hours a day, 365 days a year, including weekends and holidays. The successful Respondent shall provide a letter from the manufacturer in writing that details this requirement and condition as part of the award of the contract.
- 3.2.2.5. Respondents shall describe their remote support and on-site support plan including cost of each. It is expected that support will be provided 24 hours per day, 7 days per week. Pricing options shall be provided for on-site support with response time maximums of 2 and 4 hours.

- 3.2.2.6. Respondents shall provide a cost estimate to relocate the installed system to the new Boone County PSJC during fourth quarter of 2015. The move to the new facility will require logging and recording to be active at both the old and new PSAP for an as yet to be defined period of transition.
- 3.2.2.7. The successful Respondent shall provide the County with an Acceptance Test Plan that aligns with and meets all agreed upon system specifications.

### 3.2.3. **Display**

- 3.2.3.1. The proposed system shall provide graphical representation (heat maps or similar format) of user-selected recordings in blocks, for rapid insight into call volumes and types of calls being handled by various personnel. Heat maps shall be customizable and interactive to allow for filtering and drilling into layers of data.
- 3.2.3.2. The proposed system shall allow users to select specific reports (and their format) to be automatically presented on the homepage upon login.

### 3.2.4. **Web-based Interface**

- 3.2.4.1. The proposed system shall provide a secure Web-based interface to allow for access to user functions such as search and playback of calls, quality evaluations, and system administration functions.
- 3.2.4.2. The proposed system's Web-based interface shall enable each authorized user to customize and personalize their own homepage with reports, shortcuts and personalized "to-do" lists to quickly access information that meets their specific needs. For improved efficiency and convenience, personalization also can be done centrally and then "pushed out" to other employees.
- 3.2.4.3. The proposed system shall offer remote Web access to authorized users via a secure virtual private network (VPN) connection. The proposed system shall log all user activities within the system into an audit log that is searchable and presentable in a report.

### 3.2.5. **Storage and Archiving**

- 3.2.5.1. The proposed system shall provide storage sufficient to retain all recording for one (1) year plus 25 % growth. Respondent shall describe the:
  - 3.2.5.1.1. Maximum number of 9-1-1 lines, 10-digit phone lines, and radio channels the unit can support
  - 3.2.5.1.2. Methods by which recordings and data can be exported, including accepted file formats
  - 3.2.5.1.3. Maximum number of simultaneous recorders supported
  - 3.2.5.1.4. The codecs used to compress audio prior to storage and the associated bit rate
  - 3.2.5.1.5. Multimedia formats that are available and the impact each would have on recording capability, including how many hours of H.264 video the proposed system can store
  - 3.2.5.1.6. Data recall functionality and how data is presented and correlated to individual communications sessions

- 3.2.5.2. The proposed system shall allow for playback off the current recording media without interruption of the recording process, regardless of the system's mode of operation.
- 3.2.5.3. The proposed system shall allow for automated storage of different types of recordings for different periods of time, based on a pre-defined set of call attributes or other user-defined parameters
- 3.2.5.4. The proposed system shall be capable of archiving independently—on standard, non-proprietary Local Area Network (LAN) attached storage devices—for instant access and transfer onto removable media (such as DVD) for long-term storage.

### 3.2.6. **Reporting**

- 3.2.6.1. The proposed system shall provide a standard reporting package at no extra charge with built-in, predefined and customizable reports, including summaries per channel, per archive media, and system configuration summaries.
- 3.2.6.2. The proposed system shall allow the administrator to schedule reports for automated runs and delivery by email to selected users.
- 3.2.6.3. The proposed system shall be able to recommend which reports are suitable for scheduled runs during off-peak hours based on the size of these reports, in order to conserve system resources.
- 3.2.6.4. The proposed system shall be able to present a report that shows all scheduled report runs and their status.
- 3.2.6.5. The proposed system shall provide an interface for custom, ad-hoc reporting, both tabular and graphical, with links directly to playback of recordings.
- 3.2.6.6. The standard reporting package must include real-time notifications of abnormal call statistics or events (i.e., events that occur beyond a user-defined threshold).
- 3.2.6.7. The proposed system shall provide a graphical report that displays and organizes flagged recordings according to their type, as determined by the color and shape of a flag. The types and selection of graphical flags must be customizable.
  - 3.2.6.7.1. This graphical report must provide immediate access to recordings for playback right from the report, simply by clicking on any recording that is presented in the report.
- 3.2.6.8. The proposed system's performance shall not be affected or interrupted when performing queries or running reports.

### 3.2.7. **Search and Playback**

- 3.2.7.1. The proposed system shall be capable of continuous logging and recording on all channels during replay. The replay function must not affect the recording performance.
- 3.2.7.2. The proposed system shall allow users to display the search-and-playback interface right after login, with no additional system navigation required.

- 3.2.7.3. The proposed system shall require a secure login to access logging data and playback recordings.
- 3.2.7.4. The proposed system shall allow search and playback from an unlimited number of remote workstations.
  - 3.2.7.4.1. Each workstation shall playback events with running elapsed time and recorded time indicators, and display information via a user friendly graphical timeline view
  - 3.2.7.4.2. It must be possible to easily select single or multiple calls for playback in a media player window
- 3.2.7.5. The proposed system shall provide a geographical map view of all selected recordings, based on their location information.
- 3.2.7.6. The proposed system shall have the capability to select only a section of a call (or call group) for repeated loop playback, via simple drag-and-drop interface.
- 3.2.7.7. The proposed system shall allow the user to selectively mute individual recordings during multi-call / multi-channel playback of overlapping recordings.
- 3.2.7.8. The proposed system shall depict the incident events graphically along the media player's timeline, for one or more recordings played back in a group.
- 3.2.7.9. The proposed system's interface shall allow for the presentation and playback of multi-call incidents:
  - 3.2.7.9.1. In real-time, as they occurred, where some call recordings may overlap with others along the timeline and;
  - 3.2.7.9.2. In sequence, where the multiple calls are played back in a chain without overlapping and without playing silence between calls
- 3.2.7.10. The proposed system shall allow each user to define custom searches, label them with custom names and save them for future use associated with that user's login and password data; this capability automatically shall be available to the user upon login.
- 3.2.7.11. The proposed system shall allow saved searches to use a combination of fixed and variable parameters, where the system prompts for the variable(s) when such a custom search is run.
- 3.2.7.12. The proposed system shall allow each user to select a custom set of filters that are displayed with search results. These filters must be selectable from any data captured with recordings individually or in any combination (Boolean), and must support wild cards. Examples of logged event criteria include but are not limited to:
  - 3.2.7.12.1. Time
  - 3.2.7.12.2. Date
  - 3.2.7.12.3. Duration of Recorded Message
  - 3.2.7.12.4. Channel ID
  - 3.2.7.12.5. Position or Alias
  - 3.2.7.12.6. Condition Code (Incoming or Outgoing)

- 3.2.7.12.7. Dialed Number
- 3.2.7.12.8. Calling Number
- 3.2.7.12.9. Annotation (Comments added during call)
- 3.2.7.12.10. Caller ID
- 3.2.7.12.11. Automatic Number Identification (ANI) /  
Automatic Location Identification (ALI) Data
- 3.2.7.12.12. Telecommunicator ID
  
- 3.2.7.13. The proposed system shall allow the user to combine any number of search criteria elements into one search function, in order to provide a complex system-wide searching capability.
  
- 3.2.7.14. The proposed system shall include fast streaming media technology for high-speed access to recordings and playback within the media player.
  
- 3.2.7.15. The proposed system shall have an interface for importing and saving photos, videos and documents for correlation at various time points within specific recordings as additional types of evidence. The system must automatically track the date, time and user ID associated with each import.
  
- 3.2.7.16. The proposed system shall allow for activation of spoken time announcements, to be associated and exportable with specific recordings.
  
- 3.2.7.17. The proposed system shall allow authorized users to create and send email messages, with the desired recording either attached or provided as a link (authentication into the system must be required for starting playback).
  
- 3.2.7.18. The proposed system shall allow the user to password protect a recording when it is exported as a file.
  
- 3.2.7.19. The proposed system shall offer two options for emailing recordings as files.
  - 3.2.7.19.1. A combination of recorded call or multi-call interaction, along with a self-contained media player for both playback convenience and protection of the recordings from tampering
  - 3.2.7.19.2. Export of actual .wav files representing unaltered/uncompressed recordings
  
- 3.2.7.20. The proposed system shall permit the tagging of calls or groups of calls, even while the call is still in progress, from remote workstations with color flags, custom icons and alphanumeric information of unlimited length.
  - 3.2.7.20.1. Tagging of calls in progress must allow for marking recordings in progress for retention or deletion by authorized users, such as non-emergency call processing personnel in admin offices.
  
- 3.2.7.21. The proposed system shall allow the user to easily group and associate related recordings, as needed, either manually or via an automated process where recordings are organized into groups by a common parameter.

- 3.2.7.22. The proposed system shall allow the user to search via a query or series of queries (user-selected filters) to the central call database through a simple and secure browser-based interface, and allow for prompt retrieval of all calls that fit the specified criteria.
- 3.2.7.23. The proposed system shall have no requirement for downloading any proprietary application onto any employee's workstations in order for these users to have access to the recordings for playback, reporting, and other user functions of a recording system.

### **3.2.8. Instant Recall and Live Monitoring**

- 3.2.8.1. The proposed system shall include an instant recall system, available within the browser-based interface, which will allow for custom configuration of the amount of recent recordings available for playback.
  - 3.2.8.1.1. It must be possible to configure the system to allow each telecommunicator to access only their own recordings or only the recordings associated with a specific workstation or position. Approved supervisors shall have instant access to all recordings
  - 3.2.8.1.2. The instant recall interface must include quick filters and sort options for any data presented with recordings.
- 3.2.8.2. The proposed system shall include access to live monitoring on the same screen (such as in a split-screen interface) for fast, convenient access to current and most recent calls.
- 3.2.8.3. The proposed system, regardless of whether it is a live monitor and/or instant recall interface, shall be able to show a graphical map of current activity on all channels.
  - 3.2.8.3.1. The interface must be able to show current channel activity in real-time by channel name, as well as by call taker or dispatcher being recorded.
- 3.2.8.4. The proposed system shall allow the user to start live monitoring of any call in progress directly from the graphical map of current channel or call taker/dispatcher activity.
- 3.2.8.5. It is desirable that the proposed system allow the user to access live monitoring via tablet pc.
- 3.2.8.6. The proposed system shall allow live monitoring of screen activity.

### **3.2.9. Scenario Recreation**

- 3.2.9.1. The proposed system shall offer the ability to select and display an unlimited number of call recordings from an unlimited number of channels, for any applicable time period, associated with a single incident or event scenario.
  - 3.2.9.1.1. It shall be possible to have the recordings automatically grouped when tagged with the same Case ID via CAD integration (assumes CAD interface).
  - 3.2.9.1.2. Authorized users shall be able to filter the recording system's central database, based on the channels/audio points they know to be involved in the incident as well as the timeframe of the incident and other data.

- 3.2.9.1.3. It shall be possible to select and display events on all channels that are thought to be a part of the relative incident, including channels that had no activity.
  - 3.2.9.1.4. It shall be possible to refine search results by clicking on graphical visualizations of recordings (i.e., heat maps).
  - 3.2.9.1.5. Once all channels, extensions, or Call Taker IDs are selected, the system shall display all activity in a graphical and tabular format.
- 3.2.9.2. The proposed system shall include a graphical interface, which shall provide for visual identification of:
- 3.2.9.2.1. Channel recording activity
  - 3.2.9.2.2. Event activity as applicable, e.g., the point of time of police dispatch
  - 3.2.9.2.3. Any added elements of evidence related to the scenario, such as photos, videos, notations and documents
- 3.2.9.3. It shall be possible to review screen activity/screen capture of associated positions if those positions were configured for screen recording.

### **3.2.10. Integrated Redaction of Recordings**

- 3.2.10.1. The proposed system shall come with an embedded interface for redaction of audio or video recordings, including the ability to add silence over specific portions of the audio or video files so that the duration of recorded calls is not affected and remains true to the original recording. The system must include the ability to indicate why a recording is being redacted.
- 3.2.10.2. The proposed system shall protect the integrity and authenticity of original recordings. Redacted files must be saved as copies of originals.
  - 3.2.10.2.1. The redacted copy of the audio or video files (recordings) shall be saved within the application and be exportable for playback.

### **3.2.11. System Security, Diagnostics and Media Management**

- 3.2.11.1. The proposed system shall provide multiple levels of security, including access to user-defined groups of call recordings or channels.
- 3.2.11.2. The proposed system shall allow a user with access rights to select any channel for real-time monitoring.
- 3.2.11.3. The proposed system shall be capable of limiting access to HDD storage media to designated senior System Administrator(s) only.
- 3.2.11.4. The proposed system shall allow the designated System Administrator(s) to restrict call-exporting capabilities, including the ability to email or otherwise export calls, on a per-user basis.
- 3.2.11.5. Respondents shall describe how the proposed system integrates with existing credentialing and access controls (i.e., does it use Lightweight Directory Access Protocol (LDAP) and follow central user security settings from Active Directory?).



- 3.2.11.6. Respondents shall describe the system's capability to encrypt the central database and individual recordings, including storage and cost requirements for each.
- 3.2.11.7. The proposed system shall protect the integrity of all recordings and provide for the confirmation of their authenticity via digital watermarking.
- 3.2.11.8. The proposed system's media management function shall be capable of automatically assigning a unique, sequential ID to each recorded interaction.
- 3.2.11.9. The proposed system shall support archiving onto dual removable media, in order to extend unattended archiving.
- 3.2.11.10. The proposed system shall include a selectable alarm with conditions related to recording into removable media (e.g., DVD). These conditions must include the following: media nearly full (it must be possible to preset a desired percentage of space full for this alarm to occur); full; media write error; and no media.
- 3.2.11.11. The proposed system shall have user alarms that are configurable by the software. The system must be capable of generating multiple alarms—including visual, audible, smart phone, Simple Network Management Protocol (SNMP) and email—to assigned personnel. It must be possible to route alarms pertaining to different alarm conditions to different recipients.
- 3.2.11.12. The proposed system shall include built-in diagnostic software that automatically will monitor the status of the equipment and initiate audible, visual and network-based alarms in the event of any failure or disruption of the operation, recording, or archiving processes.
- 3.2.11.13. The proposed system shall provide an audit log that tracks and presents information about alerts, errors and activity of all users within the system. This information must be presentable in a user-configurable report.
- 3.2.11.14. The proposed system shall be capable of flagging data to prevent automatic deletion when it is due to expire.
- 3.2.11.15. The proposed system shall restrict remote access to authorized personnel as allowed by the County's administrator function.
- 3.2.11.16. The proposed system shall allow the user to select a single recording, or a group of recordings, and run an audit to identify playback or export activity by any users who accessed them.
- 3.2.11.17. The proposed system shall provide a channel inactivity alert, which will notify the user if a channel is inactive (not reporting audio) for a user-defined period of time.

### 3.2.12. **User Training**

- 3.2.12.1.1. Respondents shall include end user training in their proposal.
- 3.2.12.1.2. Each class will be conducted onsite at the PSJC at a date and time approved by the County.

- 3.2.12.1.3. All training material and course presentations must be approved by the County prior to the actual training of PSJC personnel.
- 3.2.12.1.3.1. The successful Respondent shall provide hard and soft copies of logging recorder end user training documentation and copies of administrative training documentation in electronic format, such as Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf), in addition to a hard copy for each participant.
- 3.2.12.1.3.2. Each workstation must have access to a feature guide that explains the commonly used features, in addition to the quantity of full documentation packages.
- 3.2.12.1.4. Respondents shall list any type of online training available and any cost associated with this training.

### **3.2.13. Optional – Computer Aided Dispatch ( CAD) Interface**

- 3.2.13.1. Respondents shall describe their capability to interface to CAD and which CAD systems they have successfully interfaced with in the past five (5) years.
- 3.2.13.2. The proposed system shall allow for association of recorded media with incident numbers, automatically identified from a CAD system display.
- 3.2.13.3. The proposed system shall provide the ability to record screen activity from each position including screens associated with the CAD system. Respondent shall describe any limitations to recording screen activity.
- 3.2.13.4. The proposed system shall associate CAD incident data with appropriate recordings that can be subsequently searched, organized and reported on, based on these attributes.

### **3.2.14. Optional – Speech and Data Analytics**

- 3.2.14.1. Respondents shall describe their capability to provide a speech-and-data analytics module that is accessible via Web browser to authorized users. The module should include:
  - 3.2.14.1.1. User-configurable reporting
  - 3.2.14.1.2. Concept searches to allow for higher accuracy of results than standard systems with keyword-based searches
  - 3.2.14.1.3. Automated categorization based on types of calls, as recognized via speech/data analytics
  - 3.2.14.1.4. Tagging of calls with data from speech analytics, to be used in subsequent searches and for quality evaluation

### **3.2.15. Optional – Quality Assurance/Evaluation Module**

- 3.2.15.1. Respondents shall describe their capability to provide a quality assurance module, including how authorized third-party remote users can access the module to perform quality assurance checks.
- 3.2.15.2. The proposed system shall support objective and impartial form-based scoring.
- 3.2.15.3. The proposed system shall provide for flexibility to create, customize and edit evaluation forms that encompass all facets of media recording, including evaluation of screen recordings without vendor involvement.

3.2.15.4. The proposed system shall be able to automatically and objectively select a predefined number of recordings for evaluation per the following criteria:

- 3.2.15.4.1. Employee
- 3.2.15.4.2. Employee role
- 3.2.15.4.3. Position ID
- 3.2.15.4.4. E9-1-1 Class of Service
- 3.2.15.4.5. Incident type or priority (assumes optional CAD interface)
- 3.2.15.4.6. Shift
- 3.2.15.4.7. Other user-defined characteristics

3.2.15.5. The proposed system evaluation process and interface shall include intuitive GUI buttons, menus, and other convenient scoring tools, including the ability to add comments as needed.

3.2.15.6. The proposed systems evaluation forms shall maintain links to the pertinent recordings, for easy access, training, or export into a stand-alone file.

3.2.15.7. The proposed system shall be able to either email an evaluation, along with the pertinent recording for external agency review, or provide a link that requires the recipient to authenticate into the system to gain access to playback.

3.2.15.8. The proposed system shall allow multiple authorized users to add comments to an evaluation, where the system tracks all comments by users and dates/times.

### **3.2.16. Optional – Shared System Capabilities**

3.2.16.1. Respondents shall address how the proposed system supports multiple agencies sharing a single logger

3.2.16.2. Respondents shall address how individual agency policies, including security policies are managed (i.e. assuring the agency that owns the data controls access to it)

3.2.16.3. Respondents shall address how access to configuration data for a specific agency is controlled and provide suggestions for provisioning and management of agency-specific data.

3.2.16.4. Respondents shall address how the “audit trail” of data access is kept specific to/manageable by the agency who owns the data

3.2.16.5. Respondents shall address how agency specific retention policies are established/maintained, including the ability to prevent automatic deletion of data when it expires.

3.2.16.6. Respondents shall address how to prevent direct access to physical storage and limit this access to an authorized overall system administrator.

3.2.16.7. Respondents shall provide an estimated cost (in today’s dollars) for any hardware/software changes required to accommodate the transition to a shared system environment.

### **3.2.17. Optional – Future Next Generation 9-1-1 (NG9-1-1) Requirements**

- 3.2.17.1. Respondents shall describe how the proposed system will transition to meet NG9-1-1 initiatives as defined by the National Emergency Number Association (NENA) 08-003, “Detailed Functional and Interface Standards for the NENA i3 System v1 (with update to v2 upon release).
- 3.2.17.2. Respondents shall advise whether they actively participated in all phases of the NENA Industry Collaboration Event (ICE) 8 for NG9-1-1 logging and recording.
- 3.2.17.3. Respondents shall advise how the proposed system will support logging and querying of all “LogEvents,” as defined in the current version of NENA i3, and note any exceptions.
- 3.2.17.4. Respondents shall address how the proposed system will transition to record a call that originates via SIP INVITE.
- 3.2.17.5. Respondents shall identify the number of simultaneous IP sessions a single server can record.
- 3.2.17.6. Respondents shall address any future codecs that it plans to use in order to compress audio/video prior to storage, as well as the associated bit rate. The number of hours of G.711 audio the proposed system can store also shall be specified.
- 3.2.17.7. Respondents shall provide an estimated cost (in today’s dollars) for any hardware/software changes required to accommodate the transition to full i3 capabilities.

### **3.3. Warranty and Guarantee:**

Respondents shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract. At a minimum, Respondents agree to the following:

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 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:

### **3.4. Correction or Removal of Defective Work**

If required by County Representative, 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 Representative, 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).

#### **3.4.1. One Year Correction Period who does walkthrough and signs off on it**

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.

- 3.5. Manuals:** The Contractor must supply the user documentation/operating manuals necessary to operate the equipment/software provided.
- 3.6. Delivery and Installation:** Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Respondents shall set forth in their proposal the number of days in which delivery and installation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery schedule with an installation and training schedule shall be stated on the Response Page.  
Note: Contractor shall not ship or install equipment without a properly executed purchase order.
- 3.7. Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.
- 3.8. Prevailing Wage: PREVAILING WAGE RATES –** The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto.
- 3.8.1. Current prevailing wage order #20 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at [www.showmeboone.com/purchasing](http://www.showmeboone.com/purchasing).
- 3.9. OSHA:** Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law **and OSHA Training Requirements**.
- 3.9.1. 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.
- 3.9.2.** 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.

3.9.3. 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.

**3.10. Overhead Power Line Safety Act:** 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.

**3.11. 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 sub-contractors 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.

**3.12. Subcontractors, Suppliers and Others**

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- 3.13. It is to be clearly understood that the Boone County PSJC is a "Smoke Free Environment" and an "Alcohol Free Facility." As such, smoking and consumption of alcoholic beverages is PROHIBITED on this project. Any employees of any contractor or subcontractor who does not adhere to Boone County's policies which prohibit the use of tobacco and alcoholic beverages in their facilities will be escorted off the jobsite and may not return. The contractor or subcontractor who the employee is employed will be notified. Further violations could result in the termination of this Contract.
- 3.14. All contractor employees will conduct themselves in a professional manner. Harassment of other construction personnel, owner personnel, or the general public will result in immediate and permanent removal from the project.
- 3.15. **Discharge of Employees:** Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.
- 3.16. **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.
- 3.17. All trash shall be removed from site by the Contractor. In the event a dispute arises among the Contractor and any others as to the responsibility for cleanup, the County Representative may cause the clean up to be done and allocate the costs among the parties responsible for keeping the premises and surrounding area free of accumulation of waste or rubbish. The allocation made by the County Representative shall be binding on the Contractor.
- 3.18. If the Contractor should find it necessary to work hours other than 7:30 a.m. to 4:30 p.m. on Monday through Friday, the Contractor must notify the County Representative at least 24 hours prior to the start of that work beyond the established times. The request for these additional work hours is subject to approval by the County Representative.
- 3.19. Report all accidents regardless of how minor to County Representative. Provide detailed incident report for those requiring off site medical treatment.

- 3.20. Contractor to coordinate all applicable permit inspections as required for the activities included in this work package.
- 3.21. It is to be understood that PSJC will be in operation during the implementation. Contractor(s) are to provide a “sequencing plan” to insure that no disruption of existing service occurs. No cutover of new service will be allowed without prior consent of the County Representative.
- 3.22. Identification badges may be issued by the County to all contractor personnel. These badges must be worn at ALL times by contractor personnel to access the work areas and while on the premises.
- 3.23. The PSJC may be accessed through the front door from 8:00 a.m. to 5:00 p.m. on the scheduled workday for contract personnel and their containers, equipment and tools. PSJC personnel may inspect all containers, equipment and tools that enter PSJC.
- 3.24. Project Record Drawings – At end of project, Contractor shall supply to County Representative, Project Record Drawings that may include drawings and diagrams of equipment locations, project manual, product data, comprehensive Maintenance and Operating Manual, software CDs and equipment warranties as required by the County Representative
- 3.25. As part of RFP response, please detail what is included as part of the system installation.
- 3.26. As part of your RFP response, please detail what is included as part of the system test, adjustments, setup and reports.





#### 4. CONTRACT TERMS AND CONDITIONS

- 4.1. **Contract Period:** The initial term of the resulting contract agreement for the proposed **equipment/software** from this Request for Proposal will begin at the time of contract award and end upon project completion. If maintenance is offered on any of the hardware or software that is outside of the warranty, please describe in detail. **The maintenance** portion of the Contract should begin following the one year from acceptance of substantial completion of project. The maintenance agreement may be renewed by the Purchasing Director for up to an **additional five (5) one-year periods, following the warranty**. Maintenance prices are subject to adjustment thereafter per pricing proposed on Response Page, effective on the renewal date, and must remain firm through the end of the renewal period.
- 4.2. **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.
- 4.2.1 The successful Respondent shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Respondent desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Respondent if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.
- 4.3. **Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.
- 4.3.1. Due to a material breach of any term or condition of this agreement.
- 4.3.2. If in the opinion of Boone County, deliveries of products / services are delayed or products / services delivered are not in conformity with the contract documents.
- 4.3.3. If appropriations are not made available and budgeted for in any calendar year.
- 4.3.4. Boone County 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 County.
- 4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not

limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

- 4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 4.6. Respondents must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 4.7. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.
- 4.8. Contractor agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.
- 4.9. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- 4.10. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.
- 4.11. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.
- 4.12. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.
- 4.13. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.
- 4.14. **Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

- 4.15. **Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 4.16. **Assignment of Contract:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

- 4.17. **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.
- 4.18. **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.
- 4.19. **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.

- 4.20. If a contradiction in the contract documents occurs then the more expensive interpretation shall prevail and be inclusive in that respective contractor’s proposal response.



## 5. PROPOSAL SUBMISSION INFORMATION

### 5.1. RESPONSE TO PROPOSAL

#### 5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, Respondents should include the **original and ten (10) additional copies**.

a. Respondents shall submit the proposal to:

Boone County Purchasing Department  
Attn: Melinda Bobbitt, CPPO, CPPB, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on July 15, 2014**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, Respondents are encouraged to organize their proposal as described in section 5.1.4.

a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

5.1.1.3. Respondents are cautioned that it is the Respondent's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. Respondents' failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Respondent whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Respondent's Contacts: Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Respondents and their agents may not contact any

County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Respondents and their agents who have questions regarding this matter should contact the buyer of record.

5.1.2. **Competitive Negotiation of Proposals:** Respondents are advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

5.1.2.3. Terms, conditions, prices, methodology, or other features of the Respondent's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Respondent may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

**5.1.3. Evaluation and Award Process:**

5.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Respondent and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Method of Performance
- b. Experience/Expertise
- c. Cost

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the County may request to visit sites where proposed equipment is in operation. Respondent may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Respondent's expense. All arrangements and scheduling will be coordinated by the County.

**5.1.4. Evaluation:**

5.1.4.1. Experience and reliability of the Respondent's organization are considered subjectively in the evaluation process. Therefore, the Respondents advised to submit any information,

which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 5.1.4.2. Respondents should provide the following information related to previous and current services/contracts performed by the Respondent's organization (minimum of five references) and any proposed subcontractors which are similar to the requirements of this RFP. At a minimum the Respondent shall include:
- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates and locations of the service/contract; and
  - c. A brief, written description of the specific equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. Respondents should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Respondent's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Respondents shall provide a list of qualifications of the Respondent and/or the staff of the Respondent's organization who will be involved in the project. List shall include number of certified technicians and levels of experience on the proposed system and state how many miles they are located from Boone County.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Respondent's distinctive plan for performing the requirements of the RFP. Therefore, Respondents should present a written narrative, which demonstrates the method or manner in which the Respondent proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, systems to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Respondent's final response rating.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Respondent's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, Respondents should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

**5.1.5. Rejection / Withdrawal of Proposals Response:**

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Respondent's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals - Proposals may be withdrawn on written request from the Respondent at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

**5.1.6. Validity of Proposal Response:**

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



6. **Response/Pricing Page**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Respondent agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Respondent named below. (Note: This form must be signed. All signatures must be original).

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

6.1. **Pricing**

**Pricing** – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of renewal equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Respondent to satisfy the purpose of this Request for Proposal.

Any list of equipment is provided for informational purpose. Respondent shall bid one of the identified, acceptable models within or bid an approved equal. Determination of equality is solely Boone County's responsibility.

Please attach itemized pricing with brand and model numbers.



<b>Item #</b>	<b>Description</b>	<b>Price</b>
6.1.1.	<b>Base Bid: Logging and Recording System</b>	\$
	<b>Labor to install Base Bid Equipment</b>	\$
	<b>Relocation and installation new building late 2015</b>	\$
	<b>Total: Base Bid Equipment + Labor</b>	\$
6.1.2.	<b>Add-Optional 1: Computer Aided Dispatch (CAD) Interface</b>	\$
	<b>Labor to install Optional 1 Equipment</b>	\$
	<b>Total: Optional 1 Equipment + Labor</b>	\$
6.1.3.	<b>Add-Optional 2: Speech and Data Analytics</b>	\$
	<b>Labor to install Optional 2 Equipment</b>	\$
	<b>Total: Optional 2 Equipment + Labor</b>	\$
6.1.4.	<b>Add-Optional 3: Quality Assurance/Evaluation Module</b>	\$
	<b>Labor to install Optional 3 Equipment</b>	\$
	<b>Total: Optional 3 Equipment + Labor</b>	\$
6.1.5.	<b>Add-Optional 4: Shared System Capabilities</b>	\$
	<b>Labor to install Optional 4 Equipment</b>	\$
	<b>Total: Optional 4 Equipment + Labor</b>	\$
6.1.6.	<b>Add-Optional 5: Future NG 9-1-1 Requirements</b>	\$
	<b>Labor to install Optional 5 Equipment</b>	\$
	<b>Total: Optional 5 Equipment + Labor</b>	\$

**Maintenance (County would have option to renew maintenance each year by written notice):**

- |  |          |
|--|----------|
| a. Year 1 following end of warranty period | \$ _____ |
| b. Year 2                                  | \$ _____ |
| c. Year 3                                  | \$ _____ |
| d. Year 4                                  | \$ _____ |
| e. Year 5                                  | \$ _____ |

6.2. Equipment shall be delivered and installed \_\_\_\_\_ calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:

\_\_\_\_\_

\_\_\_\_\_

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6.4. Describe warranty on equipment and labor (or attach description):

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6.5. List any deviations to the required specifications/scope of work:

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6.6. Training shall be provided to Boone County staff within \_\_\_\_\_ days of installation.

6.7. State date that pricing is firm through for the equipment proposed in your proposal response (if longer than the required 90 days): \_\_\_\_\_.

6.8. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:**

**Organization:**

**Address:**

**E-mail:**

**Phone Number:**

**Fax:**

6.9. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

\_\_\_\_\_ Newspaper advertisement

\_\_\_\_\_ Boone County Electronic Bid Notification

\_\_\_\_\_ other, please list: \_\_\_\_\_

**BIDDER'S ACKNOWLEDGMENT**

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

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

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

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

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, 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 BIDS IN EXCESS OF \$5,000.00)**

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )SS.

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 and shall not thereafter be in violation. Alternatively, a subcontractor may 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 for proof of enrollment.**

**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:

### 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

**SIGNATURE AND IDENTITY OF OFFEROR**

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

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of the state of \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_  
Name of individual, all partners, or joint ventures:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

doing business under the name of:

Address of principal place of business in Missouri:

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

\_\_\_\_\_

\_\_\_\_\_  
(If a corporation - show its name above)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer



**(Please complete and return with Proposal Response)**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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.

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Name and Title of Authorized Representative

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Signature

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Date

## STANDARD TERMS AND CONDITIONS

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
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 Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
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.
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. *Fixed Asset Tracking* – Contractor shall send list of equipment described in the resulting contract, with their individual serial numbers to Boone County Purchasing, 613 E. Ash Street, Room 109, Columbia, MO 65201 within thirty (30) days from the date of Purchase Order.

**STATEMENT OF RESPONDENT'S QUALIFICATIONS**

**(File with Response Form)**

**1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.**

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**2. Contracts on hand: (Complete the following schedule)**

<b>Item</b>	<b>Purchaser</b>	<b>Amount of Percent Contract Completed</b>
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**3. General type of product sold and manufactured:**

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**4. There has been no default in any contract completed or un-completed except as noted below:**

**(a) Number of contracts on which default was made: \_\_\_\_\_**

**(b) Description of defaulted contracts and reason therefore:**

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**5. List banking references:**

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**6. Upon request will you within 3 (three) days file a detailed confidential financial statement?**

Yes \_\_\_\_\_

No \_\_\_\_\_

**Dated at** \_\_\_\_\_

**this** \_\_\_\_\_ **day of** \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
**Name of Organization(s)**

**By** \_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Title of person signing)**

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

**AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW  
(Return at Completion of Project)**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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





**“SAMPLE” CONTRACT AGREEMENT**

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

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

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

**PROPOSAL NUMBER 19-22MAY14  
Logging and Recording System for Public Safety Joint Communications**

**BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as described in the Request for Proposal and any applicable addendum and plans. The contract award is to **be in the amount of - \_\_\_\_\_ and the award is as follows:**

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.

- Instructions and General Conditions
- Introduction and General Information
- Scope of Services
- Contract Terms and Conditions for Awarded Contractor
- Proposal Submission Information
- Response / Pricing Page
- Bidder's Acknowledgment
- Work Authorization Certification
- Signature and Identity of Offeror
- Certification Regarding Debarment
- Standard Terms and Conditions
- Prior Experience
- Statement of Respondent's Qualifications
- Anti-Collusion Statement
- Contract Agreement
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Annual Wage Order #20

All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted

with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained first in this Contract Agreement and second in the proposal specifications including project specifications and any applicable addenda shall prevail and control over the Contractor's bid response.

Said specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with Boone County Court Administration.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; and shall comply with all reasonable scheduling instructions of the County Representative as the project is being completed in a working communications center in which live operations will be conducted throughout the term of this Contract Agreement.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him,

included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that 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.

The Owner agrees to pay the Contractor in the amount: \$ \_\_\_\_\_

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.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at Columbia, Missouri.  
(Date)

CONTRACTOR:

OWNER, BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Authorized Representative Signature

By: \_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

By: \_\_\_\_\_  
Authorized Representative Printed Name  
Title: \_\_\_\_\_

Approved as to Legal Form:

ATTEST:

\_\_\_\_\_  
CJ Dykhouse  
Boone County Counselor

\_\_\_\_\_  
Wendy Noren, County Clerk

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Appropriation Account

**PERFORMANCE BOND (to be returned with contract)**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of \_\_\_\_\_ Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a  
Contract with Owner for:

***BID NUMBER 19-15JUL14***  
***Logging and Recording System for Public Safety Joint Communications***  
**BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**LABOR AND MATERIAL PAYMENT BOND (to be returned with contract)**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

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

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

***BID NUMBER 19-15JUL14***

**Logging and Recording System for Public Safety Joint Communications  
BOONE COUNTY, MISSOURI**

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

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

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

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
  
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_

(Attorney-In-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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





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

***"No Bid" Response Form***

Melinda Bobbitt, CPPO, CPPB, Director  
(573) 886-4391 – Fax: (573) 886-4390

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**"NO BID RESPONSE FORM"**

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

If you do not wish to respond to this RFP 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.

**RFP: 19-15JUL14– Logging and Recording System for Public Safety  
Joint Communications**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Submitting Proposal Response :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 20

Section 010

**BOONE COUNTY**

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

Original Signed by

Robert A. Bedell, Acting Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$28.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction/Lineman)	12/13		\$39.89	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	28	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	86	\$23.43
Group II	6/13		\$27.01	86	86	\$23.43
Group III	6/13		\$25.76	86	68	\$23.43
Group III-A	6/13		\$27.01	86	86	\$23.43
Group IV	6/13		\$24.78	86	86	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	6/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$28.09	60	15	\$14.45
Roofer \ Waterproofer	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase

\*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 20

12/13

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

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

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

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

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

\*\*b - All work over \$7 Mil. Total Mech. Contract - \$34.75, Fringes - \$26.28  
All work under \$7 Mil. Total Mech. Contract - \$33.41, Fringes - \$20.89

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

\*\*Annual Incremental Increase ANNUAL WAGE ORDER NO. 20 7/13

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

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

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

**NO. 21:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	1/14	\$29.92	7	16	\$14.25
Milwright	1/14	\$29.92	7	16	\$14.25
Pile Driver	1/14	\$29.92	7	16	\$14.25
Electrician (Outside-Line Construction) Lineman	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oilier-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.04(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.04(2).

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

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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



USER NAME  PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

### Entity Dashboard

DICTATION SALES & SERVICES, INC.  
 DUNS: 061888541 CAGE Code: 1Q5N2  
 Status: Active

18311 W 10 MILE RD STE #200  
 SOUTHFIELD, MI, 48075-2623 ,  
 UNITED STATES

[Entity Overview](#)

### Entity Overview

[Entity Record](#)

#### Entity Information

**Name:** DICTATION SALES & SERVICES, INC.  
**Doing Business As:** D S S CORPRATION  
**Business Type:** Business or Organization  
**POC Name:** Gloria Kaminski  
**Registration Status:** Active  
**Activation Date:** 02/19/2014  
**Expiration Date:** 02/19/2015

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

#### Exclusions

[Exclusions](#)

Active Exclusion Records? No

[Active Exclusions](#)

[Inactive Exclusions](#)

[RETURN TO SEARCH](#)

SAM | System for Award Management 1.0

IBM v1.P.15.20140903-1717

WWW8

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Respondent agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Respondent named below. (Note: This form must be signed. All signatures must be original).

Company Name:

DICTATION SALES & SERVICE INC.

Address:

18311 W 10 MILE ROAD  
SOUTHFIELD, MI 48075

Telephone:

248-569-6440

Fax:

248-569-6567

Federal Tax ID (or Social Security #):

38-2110008

Print Name:

GLORIA KAMINSKI Title: ADMINISTRATOR

Signature:

Gloria Kaminski

Date:

7-1-2014

E-Mail Address:

GKAY@dss-CORP.COM

6.1. Pricing

**Pricing** – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of renewal equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Respondent to satisfy the purpose of this Request for Proposal.

Any list of equipment is provided for informational purpose. Respondent shall bid one of the identified, acceptable models within or bid an approved equal. Determination of equality is solely Boone County's responsibility.

Please attach itemized pricing with brand and model numbers.

**BIDDER'S ACKNOWLEDGMENT**

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

State of MICHIGAN

County of OAKLAND

On this 2nd day of July, 20 14

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

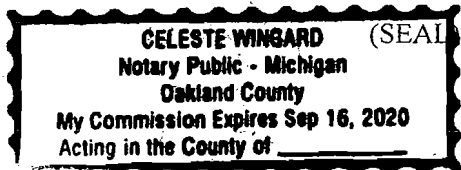
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

(if a corporation) that ~~he~~ <sup>SHE</sup> is the ADMINISTRATOR  
President or other agent

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

Witness my hand and seal at JULY 2, 2014 the day and year first above written.



Celeste Wingard Notary Public

My Commission expires Sept. 16, 20 20.

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

County of DAKLAND )SS.  
State of MICHIGAN )

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

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

Gloria Kaminski 7-1-14  
Affiant Date

GLORIA KAMINSKI  
Printed Name

Subscribed and sworn to before me this 2nd day of JULY, 2014.



Celeste Wingard  
Notary Public

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.



Company ID Number: 72760  
Client Company ID Number: 501988

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Dictation Sales & Service (Employer), and ADP TotalSource, Inc. (GA) (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify



Company ID Number: 72760  
Client Company ID Number: 501988

Company Name: Orion Data Services

Company Facility Address: 1311 W. 50 Mile Road

Suite 200

Ann Arbor, MI 48106

Phone Number: 734.769.1111

Employer Identification

Number: 000000000

North American Industry  
Classification System:

Code: 999

Administrator:

Gloria Kaminski

Number of Employees: 20 to 99

**SIGNATURE AND IDENTITY OF OFFEROR**

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

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of the state of MICHIGAN

Dated 7-9, 2014  
 Name of individual, all partners, or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of: \_\_\_\_\_ Address of principal place of business in Missouri: \_\_\_\_\_

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

DICTION SALES & SERVICE  
 (If a corporation - show its name above) INC

ATTEST:

Glova Kaminski  
 (Secretary)

ADMINISTRATOR  
 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer





STATEMENT OF RESPONDENT'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: 38 If not under present firm name, list previous firm names and types of organizations.

Dictation Sales and Service, Inc

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Percent Contract Completed
NONE		

3. General type of product sold and manufactured:

Communication Recording

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: N/A

(b) Description of defaulted contracts and reason therefore:

N/A

5. List banking references:

Comerica Bank, MC8225

29252 Southfield Rd, Southfield, MI 48076

Monica Mitchell 248-559-4491

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes X No \_\_\_\_\_

Dated at 7-9-14

this 9TH day of JULY, 20 14.

DICTATION SALES & SERVICE, INC  
Name of Organization(s)

By Gloria Kaminski  
(Signature)

ADMINISTRATOR  
(Title of person signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

GLORIA KAMINSKI, being first duly sworn, deposes and

says that ~~he~~ <sup>SHE</sup> is ADMINISTRATOR  
(Title of Person Signing)

of DICTATION SALES & SERVICE, INC  
(Name of Bidder)

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

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

By Gloria Kaminski

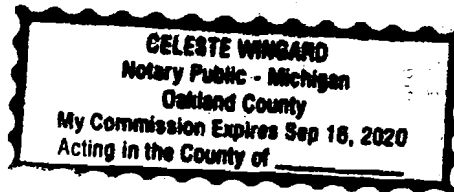
By \_\_\_\_\_

By \_\_\_\_\_

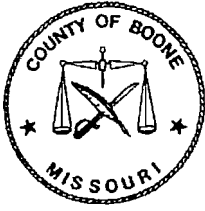
Sworn to before me this 2nd day of July, 2014

Celeste Wingard  
Notary Public

My Commission Expires 9-16-2020







**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 19-15JUL14 – Logging and Recording System for Public Safety Joint Communications**

**ADDENDUM #1 - Issued June 23, 2014**

This addendum is issued in accordance with the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal Response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. Change paragraph 2.8 to read:

**Billing and Payment:** All invoices must be submitted to **Boone County Joint Communications**. Payment will be made within 30 days after receipt of a correct and valid invoice following completion and acceptance of project. Purchase Order or contract number should appear on invoice.

II. Change paragraph 2.9 to read:

**Designee and Invoices:** Boone County Joint Communications. Invoices to Boone County Joint Communications, Attention: Joe Piper, 17 N. 7<sup>th</sup> Street, Suite A, Columbia, MO 65201


III. Add to paragraph 6.1. Pricing: Detailed pricing must break out equipment, installation and maintenance.

IV. The County has received the following question and is providing a response:

1. Please let me know if the P25 channels to be recorded are conventional P25 versus Taunt P25 channels, and how many of them are there? Also can you let me know how many VHS channels are to be recorded?

**Response:** There appear to be a few errors in the question as posed. "VHS" should be "VHF" as the reference is to the number of radio system channels the county is expecting to record. "Taunt" should be "Trunked" as the context is whether or not the channels are conventional or trunked channels. The radio portion of the logging solution be capable of recording 20 conventional radio channels.

By:

  
**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Proposal 19-15JUL14 - Logging and Recording System for Public Safety Joint Communications receipt of which is hereby acknowledged:

Company Name: DICTATION SALES + SERVICE, INC.

Address: 18311 W. 10 MILE ROAD  
SOUTHFIELD MI 48075

Phone Number: 248-569-6440 Fax Number: 248-569-6567

E-mail: gkay@dss-corp.com

Authorized Representative Signature: Gloria Kaminski Date: 7-9-14

Authorized Representative Printed Name: GLORIA KAMINSKI



**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 19-15JUL14 – Logging and Recording System for Public  
Safety Joint Communications**

**ADDENDUM #2 - Issued July 3, 2014**

This addendum is issued in accordance with the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal Response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. The County has received the following questions and is providing a response:
  1. Specification 3.2.1.4. : The specification indicates that the system shall support 100-130 channels of analog and digital communications and it also discusses ROIP. The responder will need to know the exact configuration to propose. For example: Recording system must have the capacity of 256 channels, but configured to support XX analog/ XX digital/ XX ROIP/ XX VOIP?

Please identify the exact number of the specific types of channels that will be the base of the evaluation of the bid. That is, how many analog channels, how many digital TDM channels (please identify the brand and model of the PBX and telephone handsets) and how many SIP channels are desired. Please include the type and quantity of radio channels to be recorded. Is "multimedia data" (text, pictures, video) SIP base RTP media delivered over an ESInet? If so how many simultaneous SIP or SIPREC sessions are expected. Is "TTY Baudot" expected over analog channels or via NG9-1-1 SIP? Please identify the brand and models of RoIP communications equipment (e.g. radio consoles etc.) to be included in the system.

Regarding "integrity of logging at both locations"- are you looking for fully duplicated recorders at both locations? Or, are you looking for the recordings at the "existing center" to be included in storage of recordings at the "new center"? Please clarify the meaning of this requirement.

**Response:** The County needs this recorder to function in the current environment which is mostly analog recording. This device will also need to support the needs of the County in the new facility (yet to be constructed). We envision at the new facility a fairly even split of analog and digital recordings, as such we would recommend that you have the minimum capacity of recording 66 channels analog and 66 channels digitally. We know that we will be moving and upgrading the Cassidian Telephone solution in place today to the new facility, we currently have not selected the facility PBX system, nor have we selected the radio console vendor, as such we are unable to confirm accurate and firm counts at this time.

The current radio system operates in the VHF band using conventional mobile relay/repeater mode. The future design is unknown at this time.

The current environment does not include an ESInet or NG9-1-1 SIP/SIPREC sessions or RoIP.

2. In addition, it would be very helpful if the specifications indicated what model of PBX, handset models Radio: Motorola Astro 25 Radio?, # of talk groups? If so, will an AIS server be provided?

**Response:** see response #1

3. Regarding paragraph 3.2.1.6. Assuming, as indicated, that the P25 radio channels are conventional and not trunked, can you please identify the exact number of such channels to be recorded.

**Response:** see response #1

4. Regarding paragraph 3.2.1.6. - MDC-1200 data, are there conventional VHF radio channels in addition to the conventional P25 radio channels? If so, please confirm the quantity of each type.

**Response:** see response #1

5. Regarding paragraph 3.2.1.6. - How many conventional VHF channels include MDC-1200 data (Radio ID/radio ANI) to be recorded?

**Response:** see response #1

6. Regarding paragraph 3.2.1.12. - It is believed that the only way to guarantee 99.999% uptime reliability is to deploy two fully redundant recorders in parallel. Is that what is desired by the county? Or, is some lowest possible level or percentage of uptime reliability acceptable?

**Response:** Respondent should describe how they propose to meet the stated reliability requirement.

7. Regarding paragraph 3.2.1.17. - Please confirm if J-STD-110 ATIS/TIA SMS to 9-1-1 is the only acceptable text to 9-1-1 method. In the alternative, will any of the FCC/NENA approved interim SMS text to 9-1-1 methods be utilized?

**Response:** The FCC/NENA interim SMS text solutions are referenced in J-STD-110 ATIS/TIA SMS to 9-1-1

8. Regarding paragraph 3.2.1.17. - Please identify whether TTY type, web browser http or true IP (Ng9-1-1) type text to 9-1-1 will be deployed for recording purposes.

**Response:** The timing and methodology of deployment of interim text to 9-1-1 has not yet been determined

9. Regarding paragraph 3.2.1.17. - Please identify your chosen SMS text to 9-1-1 TCC provider (e.g. Intrado or TCS or a third party)



**Response:** see response #8

10. Regarding paragraph 3.2.3.1. - Please define the meaning of “customizable and interactive”.

**Response:** The user shall be able to customize how represented data is filtered and displayed

11. How many answering positions do you have?

**Response:** It is the current intention to accommodate 21 answering positions in the new facility however exact counts are not yet finalized

12. If you have separate dispatching positions, how many of those do you have?

**Response:** Positions accommodate both call handling and dispatch

13. How many dispatch/call takers do you have on staff total?

**Response:** PSJC is authorized for 39 full time equivalents

14. It is mentioned in 3.2.1.4 the system needs to support between 100 - 130 channels. How many channels does the system need to record when delivered?

**Response:** see response #1

15. What is the breakdown of channel types:

**Response:** see response #1

16. How many analog channels?

**Response:** see response #1

17. How many digital phone channels (and type of digital PBX and model of phone sets)?

**Response:** see response #1

18. How many VoIP/SIP channels (and type of phone system)?

**Response:** see response #1

19. What type of radio system do you have?

**Response:** see response #1

20. What make/model radio console are you using?

**Response:** Orbacom TDM 150 in the current facility; system for new facility has not been selected yet

21. Will you be recording RoIP or will the radio feeds be delivered to the recording system via analog?

**Response:** see response #1

22. 3.2.1.6 - Are you receiving Motorola MDC1200 data?

**Response:** Yes the County decodes MDC1200 PTT identifiers and emergency button activations

23. 3.2.1.13 - Are you proposing vendors provide an exact duplicate second recording system recording in parallel?

**Response:** No

24. We are a corporation, is it necessary for us to fill out and sign pages 38 & 39?

**Response:** No. You are only required to complete page 39 - Work Authorization Certification and return the proof of enrollment page.

25. Page 41 - Does this apply? We are not seeking Federal Assistance Funds.

**Response:** Because the County has upon occasion received some federal funding after contract execution, we include the Debarment Certification in our bids. It is not a requirement for you to complete and return in order to submit a bid.

26. Pages 47 - 56 - Are these pages to be filled out once a contract is awarded?

**Response:** Pages 47-56 were provided in the bid for informational purpose. Pages 47 & 48 will be required to be returned to the County by the Contractor at the end of the project. Pages 49-56 - contract and bonds will be required to be returned by the Contractor at contract execution.

27. In 3.2.1.4 for the 100 to 130 channels specified please give a quantity breakdown for each type of channel:

- a) Analog
- b) Digital (TDM)
- c) VoIP
- d) RoIP
- e) P25 Radio
- f) Multi-Media
- g) TTY
- h) ASCII (Serial).

**Response:** see response #1

28. What manufacturer and model is the following equipment:

- a) Analog Telephone Switch and Instrument -TBD
- b) Analog Radio- TBD

- c) Digital Telephone Switch and Instrument – Currently Cassidian Patriot 3.3 solution / will be upgraded to Cassidian Vesta at the new facility
- d) Digital Radio -TBD
- e) VoIP Telephone Switch and Instrument- See c.) additional VoIP administrative phone system as yet to be determined
- f) RoIP Radio -TBD
- g) P25 Radio- TBD
- h) Call Taker Console – See c.) above
- i) Dispatch Console- Currently Orbacom TDM 150 consoles future TBD

**Response:** see responses in line above for questions a-i

29. What manufacturer and model is the ANI/ALI controller that provides service to PSJC?

**Response:** The Cassidian Sentinel Patriot 3.3 handles the ANI/ALI controller functions

30. 3.2.1.4 States: “desire of a single chassis solution at the new facility”. 3.2.1.12 states: “shall meet an uptime of 99.999 percent or better”. We believe to meet an uptime of 99.999 percent that 100% duplicate redundant recorders will be required. If that is the case how can a single chassis solution satisfy this requirement?

**Response:** Examples are hot swappable dual power supplies, dual automatic duplication of hard drives, dual key mother board components. Respondent should provide what they determine to be the most reasonable solution to meet the requirements.

31. 3.2.5.1: states that the system shall provide for one (1) one year plus 25% growth for storage to retain recordings. If we assume 130 channels how many and what is the duration of telephone and radio calls for (1) year on the 130 channels for purposes of calculating storage requirements?

**Response:** Average telephone length is approximately 100 seconds; average radio traffic is approximately 25 seconds.

32. Please explain what is meant by 3.2.5.1.3 “Maximum number of simultaneous recorders supported”. ??

**Response:** If a solution involves the use of multiple recorders to accommodate growth or expansion what is the maximum number that can be supported

33. 3.2.11.9 States “support archiving onto dual removable media” this seems to imply that archive storage is on DVD. The EXACOM “Hindsight-G2” recorder system uses a Raid NAS configuration sized to meet the “(1) one year plus 25% growth for storage” stated in 3.2.5.1. We have found that the HDD used in our NAS is much more reliable than DVD’s. Does this meet PSJC’s requirements?

**Response:** You should state how we could store and recover information beyond the 1 year period for incidents involved in legal cases.

By:

Melinda Bobbitt  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Proposal 19-15JUL14 - Logging and Recording System for Public Safety Joint Communications receipt of which is hereby acknowledged:

Company Name: DICTATION SALES & SERVICE, INC

Address: 18311 W. 10 MILE RD.  
SOUTHFIELD, MI 48075

Phone Number: 248-569-6440 Fax Number: 248-569-6567

E-mail: gray@dss-corp.com

Authorized Representative Signature: Gloria Kaminski Date: 7-9-14

Authorized Representative Printed Name: GLORIA KAMINSKI



**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 19-15JUL14 – Logging and Recording System for Public  
Safety Joint Communications**

**ADDENDUM #3 - Issued July 8, 2014**

This addendum is issued in accordance with the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal Response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. ADD additional clarification to item #13 in Addendum #2 to read:

The PSAP currently has five (5) administrative and ancillary positions that require access to the system and expects to increase their number of FTEs as they expand to the new facility. The exact number of employees is yet to be determined.

- II. The County has received the following question and is providing a response:

1. Can respondents submit separate individual bids for more than one product?

**Response: Yes**

2. Section 3.2 – The specification appears to be contradictory. The beginning of the paragraph states "Respondents shall identify whether the proposed system complies with each requirement and explain the compliance in a narrative". Then later in the paragraph it states "Respondents shall submit a bid package. This package shall include a paragraph by paragraph response for all sections. The responses are limited to: Understood and comply, clarification, or exception." Please clarify whether you need a narrative or a response limited to Understood and comply, clarification, or exception.

**Response: It is acceptable to provide a response that includes: Understood and comply, clarification, or exception. For items that request an explanation of functionality the respondent shall provide additional narrative.**

3. Breakout of the type and quantity of all channels to be recorded. For example, number of IP Trunks, number of IP Stations, number of Analog, number of Conventional Radio, number of P25 IP Radio Talk Groups, etc.

**Response: Please refer to Addendum 2 response #1 issued July 7, 2014**

4. Manufacture and model of the PBX/Switch for admin phone lines?

**Response: Please refer to Addendum 2 response #1 issued July 7, 2014**

5. If VoIP, is CTI installed and enabled? If YES, what protocol and version are being run?

**Response: Please refer to Addendum 2 response #28 issued July 7, 2014**

6. What are the Make(s), Model(s), and type of phones [analog, digital, VoIP]

**Response: Please refer to Addendum 2 response #28 issued July 7, 2014**

7. Is your Radio system recording preference in Analog or IP?

**Response: Please refer to Addendum 2 response #1 issued July 7, 2014**

8. Confirm the number of talk groups to be recorded.

**Response: Please refer to Addendum 2 response # 28 issued July 7, 2014**

9. Manufacturer, model and version of radio system, including the Motorola AIS server.

**Response: Please refer to Addendum 2 response #1 issued July 7, 2014**

10. What 911 controller is in place?

**Response: Please refer to Addendum 2 response #29 issued July 7, 2014**

11. Is there an available PORT connection for CAD SPILL? What type?

**Response: The current legacy CAD will not be integrated with the logger. The future CAD system is yet to be determined.**

12. Average inbound call volume per month?

**Response: 26,000 calls**

13. Average outbound call volume per month?

**Response: 4,500 calls**

14. Number of months wanted for online and/or offline retention?

**Response: 12 months**

15. Do call takers have assigned seats or move around?

**Response: Telecommunicators do not have assigned seats**

16. Is login/log out tracked?

**Response: Yes**

17. What version of windows do the PC's run?

**Response: The pc's in the current facility run Windows 7. The operating system for the pcs in the new facility is yet to be determined.**

18. How many positions require screen capture? How many monitors at each position?

**Response: Current positions average 4 monitors for calltaking and dispatch. The number of monitors in the future configuration is yet to be determined. There are currently 14 positions. There will be a minimum of 21 in the new facility.**

19. Does Boone County have a Network Attached Storage Server which can be used for archiving?

**Response: Yes**

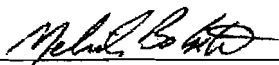
20. How many positions require Instant Recall?

**Response: All positions require Instant Recall Recording**

21. How many users require concurrent access for Scenario Reconstruction?

**Response: Up to 5 simultaneous users**

By:

  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Proposal **19-15JUL14 - Logging and Recording System for Public Safety Joint Communications** receipt of which is hereby acknowledged:

Company Name:

DICTATION SALES & SERVICE, INC

Address:

18311 W. 10 MILE RD  
SOUTHFIELD, MI 48075

Phone Number:

248-569-6440

Fax Number:

248-569-6567

E-mail:

glkajot@dss-corp.com

Authorized Representative Signature:

Glenn Kaminski

Date:

7-9-14

Authorized Representative Printed Name:

Glenn Kaminski

## Company Experience

### World Headquarters

DSS Corporation  
18311 West 10 Mile Road  
Southfield, MI 48075

### West Coast Office

DSS Corporation  
3914 Murphy Cannon Road  
Suite #A250  
San Diego, CA 92123

Both offices have full sales, development, technical support, training support and implementation support. Thank you for investing your valuable time with DSS Corporation. We appreciate the opportunity to partner with the *Boone County Public Safety Joint Communications Team*. Our vision is to help others help themselves. Dispatch centers are under tremendous stress 24x7x365 and it is our job as your strategic partner to help improve dispatch operations. We do this by focusing our resources on NG9-1-1 Recording and Dispatch Improvement because like you, we understand that **SECONDS SAVE LIVES®**.

To be your strategic long term partner, we must provide a robust NG9-1-1 recording platform that is based on **Simplicity.Reliability.Speed®**. Your team's time is valuable and Equature® is designed as a mission critical tool to save your team time. Dispatch Improvement tools are required today so your team can perform and improve every day. We understand the frustration with slashed training budgets, dispatch turnover, head count reduction and often no standardized training guidelines. Improving dispatch operations requires state of the art tools. Basically, your team is required to do more with less and as your partner it is our job to deliver them.

We understand that we have to earn your **TRUST** in order to establish a long term partnership. Here are the guidelines for a great partnership:

1. They must be mutually beneficial: We have to deliver state of the art solutions based on **Simplicity.Reliability.Speed®** so your team can perform their jobs better.
2. Must be easy to work together: We have 20+ year relationships with our clients today and the key to that success is simplicity in working together. We all understand the problems with overseas support, foreign call centers and red tape. DSS Corporation is a U.S. based company and we manufacture, sell, support, train and implement your solution A to Z. We work hard to make sure we are easy to work with. This is why we give our CEO's cell phone number out to guarantee your satisfaction (248-752-7301).
3. Partnerships must provide high value: Our Equature® NG9-1-1 Recording and Dispatch Improvement platform is neither the least or the most expensive on the market. One thing we do guarantee is that you will get three times the value on your investment. This is why we offer a 110% Money Back Guarantee because not only do we guarantee the product, but we will pay for your time as well.

Here are some key highlights about us:

1. DSS is a member of the INC 500/5000 list of fastest growing companies in America.
2. DSS sponsors and chairs several NENA and APCO NG9-1-1 standard's committees. We wrote the logging service requirements for NENA which are a core component of NG9-1-1 Recording. We participate in all NENA ICE (Industry Collaboration Events) and have been a NENA NG partner since 2008.





3. DSS focuses on a direct marketing model. We manufacture, sell, support, service and train all right here in the United States. We provide 24x7x365 Proactive Onsite Support anywhere in the U.S. within 4 hours. Our DSS Direct Advantage model allows us to build functionality faster based on our PSAP client's needs.
4. DSS provides 100% Content Search from any device like your MDT, Android tablet, iPhone, iPad and MAC. We do this because we know that **SECONDS SAVE LIVES®** and critical information needs to be securely shared and available instantly anywhere when needed.

Some key highlights of the Equature® platform:

- **Visual Mapping** – In English this means you can map your 911 calls and see exactly where they came from and you can do this from any search over any time period. This helps for proactive patrolling.
- **Next Generation 911 Capture** – This means you do NOT have to buy a new system when your center has to accept other types of emergency communications like (text messaging (SMS & MMS), picture and video attachments, live streaming video, telematics, and additional NG9-1-1 communications).
- **Redaction, Cropping, and Notes Package** – Redaction is a new technology that allows the administrator of the system the ability to redact or “beep tone” out any personal or privileged information when creating a copy of a recording. Cropping is the ability to identify a meaningful segment of the call. Notes are the ability to place a note or tag for a call. This visual reminder is a way to easily go to the exact spot of the call at a later date.
- **Dashboard view** allows you to customize and view which information is most important to you and have that delivered to a single screen. This could be reports, mapping of calls, live monitor, multiple channel replay, etc. and anything else that you would like to see. This can be configured by user.
- **Application Capture** automatically populates data from your CAD fields (and any other application running on your PCs) into the Equature database for advanced searching and reporting.
- **Screen Recording** allows for the Dispatch computer screen(s) to be recorded and played back with the audio, (like a movie).
- **Quality Assessment Grading** allows for the scoring of dispatch calls helping to identify training opportunities and validating previous training sessions. Demonstrates the agency is being proactive in addressing deficiencies in dispatcher performance.
- **100% Content Search** allows you to search for calls based on words or phrases spoken during the call. For script adherence, you can even search for calls based on certain words or phrases that were not spoken. This allows 100% of the content of the calls to be searched now!

### Why partner with DSS Corporation?

1. Next Generation 9-1-1 Technology leader
2. APCO/NENA PSAP Working Group – Co-Leader, Michael Smith, DSS Chief Technologist
3. NENA NG Partner Program Member since 2008
4. Participant & committee member on all NENA Industry Collaboration Events (ICE)
5. ICE Steering Committee – Michael Smith – Vendor Representative
6. ICE 8: Interoperability with Recording & Logging Components – Michael Smith – Planning Committee Chairman
7. NG9-1-1 Standard for the Logging Service – Technical work completed by Michael Smith
8. Deal directly with a US Based manufacturer – not U.S. Regional Sales Office & Overseas manufacturer
9. Large enough to provide the BEST system and the BEST support, Small enough to be flexible.
10. Open, standards based architecture, non-proprietary as required in the i3 published standards
11. Record all NG9-1-1 communication (Audio, Video, Chat, Image, Telematics, VoIP) and P25 radio
12. 40+ year old stable company (past 20+ years providing & supporting Communication Recording Systems)

### DSS Corporation Facilities Overview:

- ✓ Two locations totaling 30,000 square feet
- ✓ Two Natural Gas Generators
- ✓ Tele-Co grade Data Center with Inverters, UPS Backup and Two Backup Generators
- ✓ Two separate Internet connections for backup
- ✓ Fiber running to the building
- ✓ Video surveillance both outside and inside the building
- ✓ Gated Building and key card access for maximum security
- ✓ 24x7x365 Proactive Monitoring Center for our clients
- ✓ Data Center build out by Frontier

We would love to partner with your team but in the event you decide not to partner with us, please make sure you do three things.

1. Get a letter from the recording **manufacturer, not a reseller** guaranteeing your system is NG9-1-1 ready, and will not require a fork lift upgrade. The last thing you want to do is buy twice!
2. Get a letter from the manufacturer, again not a reseller, guaranteeing that the product you are buying will not be **SUNSET** (obsoleted/discontinued) within the next 10 years.
3. Make sure you receive a written 110% money back guarantee!

We want you to be successful even if you decide not to partner with us.



## DSS Corporation Staff Qualifications

Joe Mosed – President  
22 yrs experience  
(866) 377-2677 x 2229  
[jmosed@dss-corp.com](mailto:jmosed@dss-corp.com)

Gloria Kay – Operations Manager  
27 yrs experience  
(866) 377-2677 x 2227  
[gtkay@dss-corp.com](mailto:gtkay@dss-corp.com)

Michael Smith – Chief Technologist  
32 yrs experience  
(606) 877-2788  
[msmith@dss-corp.com](mailto:msmith@dss-corp.com)

Joe Riegel – Support Manager  
32 yrs experience  
(866) 377-2677 x 2222  
[jriegel@dss-corp.com](mailto:jriegel@dss-corp.com)

Paul Frezza – Lead Support Engineer  
14 yrs experience  
(866) 377-2677 x 2241  
[pfrezza@dss-corp.com](mailto:pfrezza@dss-corp.com)

Jeff Vezina – Director of Sales  
17 yrs experience  
(866) 377-2677 x 2223  
[jvezina@dss-corp.com](mailto:jvezina@dss-corp.com)

Larry Stidham – Industry Specialist  
14 yrs experience  
(866) 377-2677 x 2233  
[lstidham@dss-corp.com](mailto:lstidham@dss-corp.com)

Kevin Freckleton – Sr. System Engineer / Project Manager  
13 yrs experience  
(248) 359-8878  
[kfreckleton@dss-corp.com](mailto:kfreckleton@dss-corp.com)

DSS Corporation own the support call start to finish. When you need support you call our dedicated toll free number 7x24x365. You will talk with a live person who speaks English (DSS Corp is a U.S. based company with no overseas support). Most of the calls we get are training or software related and one of



**DSS CORPORATION**  
Solutions to Enable Intelligent Decisions

18311 W. Ten Mile Road,  
Southfield, MI 48075  
Telephone: 866.377.2677  
Fax: 248.569.6567

our Engineers can talk care of you right away over the phone or they can come in remotely. If it is hardware related, we dispatch the closest available field technician to your center and we guarantee they are on site within 4 hour for emergency service. For your center field support would be dispatched out of Kansas City and St. Louis. All field technicians are factory trained and certified and are dispatched from their private residence.



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## Experience with Similar Projects

DSS Corporation has over 20 years' experience providing communication recording systems to the PSAP market. For many years we were a reseller of other manufacturers systems and we began installing our Equature NG9-1-1 Communication Recording System in 2007 and have approximately 1,000 PSAPs in North America using the platform today. We are experts in NG9-1-1 Recording and Dispatch Improvement – it is what we do.

## Client References

Name of Client Organization: **South Plains Association of Governments (SPAG)**

Point of Contact Name: Gay Lynn ~~Mosher~~ *Stone*

Title: Director of Training and Emergency Communications

Address: 1323 – 58<sup>th</sup> Street, Lubbock, TX 79412

Telephone Number: (806) 762-8721

Email: [gmosher@spag.org](mailto:gmosher@spag.org)

Installed: October 2013 - Equature NG9-1-1 Communication Recording Systems install in 12 PSAPs

Name of Client Organization: **West Central Texas Council of Governments (WCTCOG)**

Point of Contact Name: Joe Rogers

Title: 9-1-1 Director

Address: 3702 Loop 322, Abilene, TX 79602

Telephone Number: (325) 672-8544

Email: [jrogers@wctcog.org](mailto:jrogers@wctcog.org)

Installed: April 2011 – Equature NG9-1-1 Communication Recording Systems install in 18 PSAPs

✓ Name of Client Organization: **Warren County Emergency Services / 9-1-1 Joint Communications**

Point of Contact Name: Renee Berry

Title: Quality Assurance

Address: 209 Highway U, Warrenton, MO 63383

Telephone Number: (636) 456-7088

Email: [rberry@warrencounty911.org](mailto:rberry@warrencounty911.org)

Installed: November 2011 – 24 Channel Equature NG9-1-1 Communication Recording System w/Screen Recording, Quality Assessment and ANI/ALI data capture.

✓ Name of Client Organization: **Kenosha County Joint Services**

Point of Contact Name: Mike Blodgett

Title: Asst. Communications Manager

Address: 1000 – 55<sup>th</sup> Street, Kenosha, WI 53140

Telephone Number: (262) 605-5008

Email: [msb198@kccjs.org](mailto:msb198@kccjs.org)

Installed: January 2013 – 72 Channel Equature NG9-1-1 Communication Recording System w/Screen Recording, Quality Assurance and ANI/ALI data capture.



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Southfield, MI 48075  
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Fax: 248.569.6567

✓ Name of Client Organization: **DeKalb County Central Communications**

Point of Contact Name: Paul Brewer

Title: 9-1-1 Director

Address: 3399 County Road 34, Waterloo, IN 46793

Telephone Number: (260) 333-0701 ext. 4200

Email: [pbrewer@co.dekalb.in.us](mailto:pbrewer@co.dekalb.in.us)

Installed: May 2009 & July 2012 – Sheriff's Dept & Central Communications. Equature NG9-1-1  
Communication Recording Systems w/Screen Recording, Quality Assurance and ANI/ALI data capture.

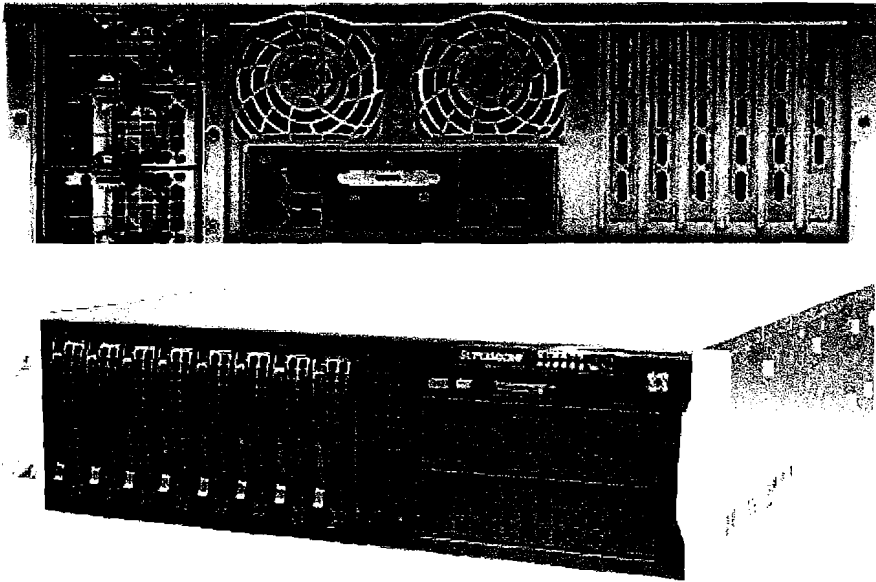
## COUNTY OF BOONE - MISSOURI

### DSS Corporation Response to Bid Specifications

#### 3.2.1. System Design and Architecture

3.2.1.1. **understood and comply** – All Equature hardware is COTS.

3.2.1.2. **understood and comply** – DSS Corporation has been providing communication to Public Safety for over 20 years and understands the mission critical nature of recording. Your Equature system will come with multiple, front loading, hot-swap hard drives in RAID 10 (or greater) configuration for database storage, triple power supplies, multiple NICs, as well as dual mirrored 1TB external drives. The OS is on separate mirrored hard drives for additional redundancy. You can replicate all calls/data simultaneously to a NAS/SAN, a disaster recovery site, additional drive space on your network, etc., without any additional charge.



3.2.1.3. **understood and comply**

3.2.1.4. **understood and comply** – Equature can support analog, digital, VoIP/SIP, RoIP, NG9-1-1 multimedia, etc. all in the same chassis. DSS Corp will install a new system at the new center to record calls once the cutover occurs. We will then transfer calls from the original recording system into the new system so all calls are located in a single system.

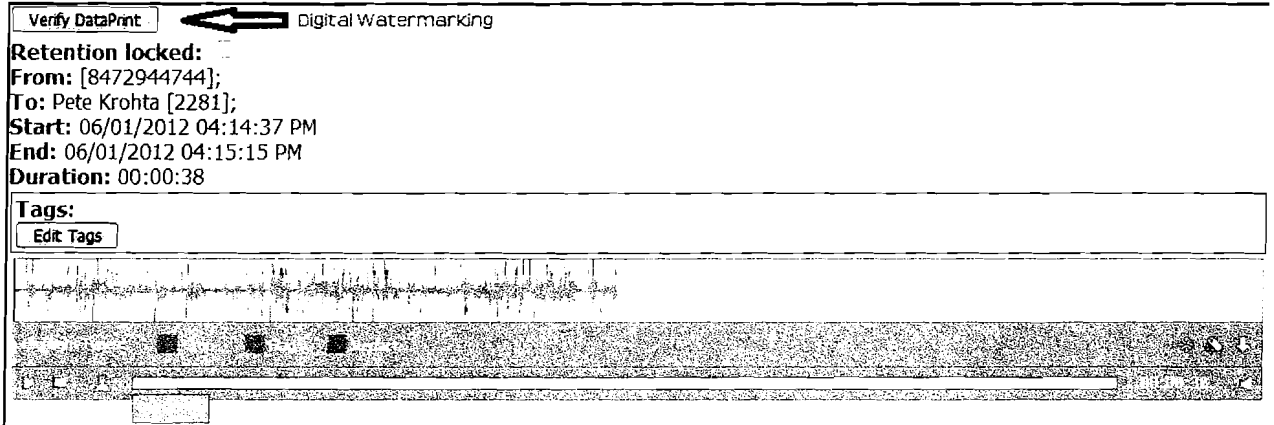
3.2.1.5. **understood and comply**



3.2.1.6. **understood and comply** – Equature supports P25 radio recording including audio and associated metadata. We record the analog output of the base station for the MDC1200 however we don't currently support logging of the metadata but it is on the development list.

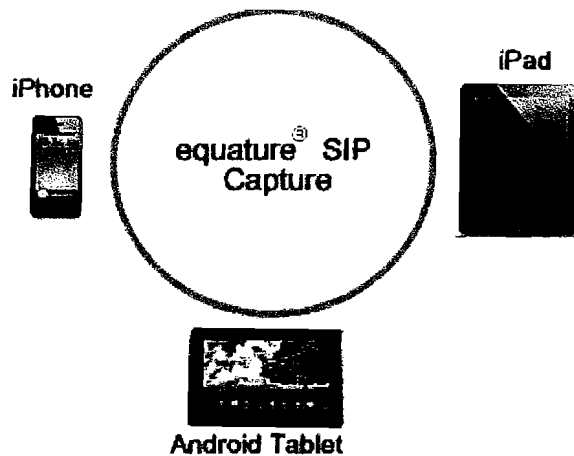
3.2.1.7. **understood and comply** – Equature utilizes Microsoft SQL.

3.2.1.8. **understood and comply** – Each recording has it's own digital signature that can be verified.



3.2.1.9. **understood and comply** – Equature supports this protocol and always tracks the current time.

3.2.1.10. **understood and comply** – Equature is a browser based client supporting Internet Explorer, Mozilla Firefox and Google Chrome. Equature comes with an unlimited site license for search and playback from any authorized user from any device (PC, laptop, iPhone, Android, Mac, tablets, etc.) with secure authorized access to your LAN/WAN. Under NG9-1-1 all data is recording with SIP. Equature® provides unlimited users playback from any device without the need to install software.







3.2.1.11. **understood and comply** – Equature can be monitored on any device that can connect to your network, as long as they are an authorized user on the system.

3.2.1.12. **understood and comply** – It is not possible to get 99.999 percent uptime without 100% redundant servers. There are generally two major and four minor updates to Equature per year. Some of these may require a 30 – 60 second restart of services. These updates are scheduled on off hours as to limit any impact on recording.

3.2.1.13. **understood and comply** – Equature comes configured with front loading, multiple RAID hot-swappable internal drives for storage of calls and database along with separate dual mirrored internal drives for the operating system. It also comes with dual mirrored external drives for additional archiving and supports uploading to a NAS/SAN, disaster recovery site, additional drive space on your LAN/WAN, etc. Comes with dual fan and dual power supplies. Please see “Pricing” section for fully redundant design option.

3.2.1.14. **understood and comply**

3.2.1.15. **understood and comply** – All labeling is done as part of DSS installation services.

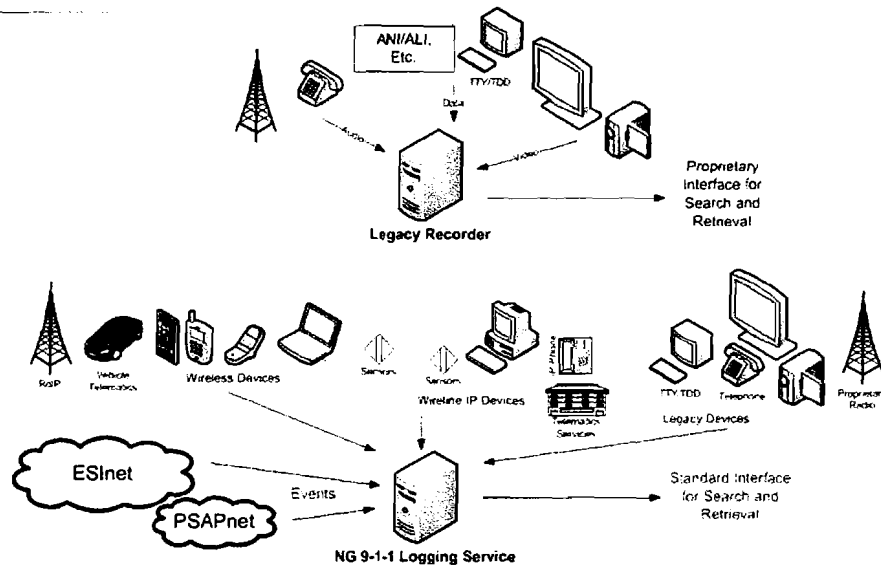
3.2.1.16 **understood and comply** – Equature utilizes dual 600Watt power supplies.

3.2.1.17. **understood and comply** - The DSS Equature® platform is currently conformant to NENA 08-003 v1 specifications for i3 Logging Services as published in 2011. Equature is currently being updated to conform to the 08-003 v2 specifications that are now under development. DSS's representative is co-chair of NENA's Agency Systems Committee, and has been the primary author of Logging Service text in the i3 standards. DSS has also led in testing NENA NG9-1-1 standards by participating in every ICE event to date, and currently provides the chairperson for the Logging and Recording test event, ICE 8. While 08-003 defines the Logging Service, there are other standards that apply to elements in both E9-1-1 and NG9-1-1 systems – time synchronization, security, ALI, and PSAP equipment standards are examples. DSS is committed to maintaining compliance with all applicable standards going forward, and contributes significant resources to the continuing development of the standards. DSS views standards compliance as a key component of its business strategy, and therefore invests significantly in maintaining it. As the standards are being refined, DSS stays informed through its participation in the standards work, and DSS Engineers update the Equature platform to keep it compliant. The end result is that Equature is fully conformant with the new standard on the day it is first published. There is also a benefit to NENA and APCO – DSS has identified problems in a standard prior to publication on a number of occasions, raised the issues with the SDO (Standards Development Organization), and succeeded in getting changes made during the internal or public review phases of document development. DSS views this benefit to be just as important as it views the benefit of being able to keep up with the evolving standards as they develop.

3.2.1.18. **understood and comply** – Equature will capture and record the ANI/ALI feed and make that information searchable and reportable in the Equature database.



## Legacy Recording vs. NG Recording



### 3.2.1.19. understood and comply – Equature supports recording of screens

- hta (870) 921-4252
- Cona... (203) 438-6531
- hta (870) 921-4256
- Cona... (860) 533-8624
- haret (714) 741-5704
- Cona... (860) 826-3000
- g Voicemail ()
- Offer Mike Bragg (2226)
- hta (586) 276-1514
- haret (951) 696-3600
- haret (248) 644-4200
- g Tiffany Chan (2286)
- haret (248) 540-3405
- Cona... Alexandra Conawa...

**Duration:** 00:01:09

### 3.2.2. Installation, Warranty and Repair

3.2.2.1. understood and comply – Please see section "Warranty, Guarantee and Support"

3.2.2.2. **understood and comply** – Please see section “Warranty, Guarantee and Support”

3.2.2.3. **understood and comply** – DSS Corporation is the manufacturer of the Equature NG9-1-1 Communication Recording System and all warranties are transferred to the owner.

3.2.2.4. **understood and comply** – DSS Corporation does NOT sunset/discontinue product therefore repair components will be available for as many years as you own the system!

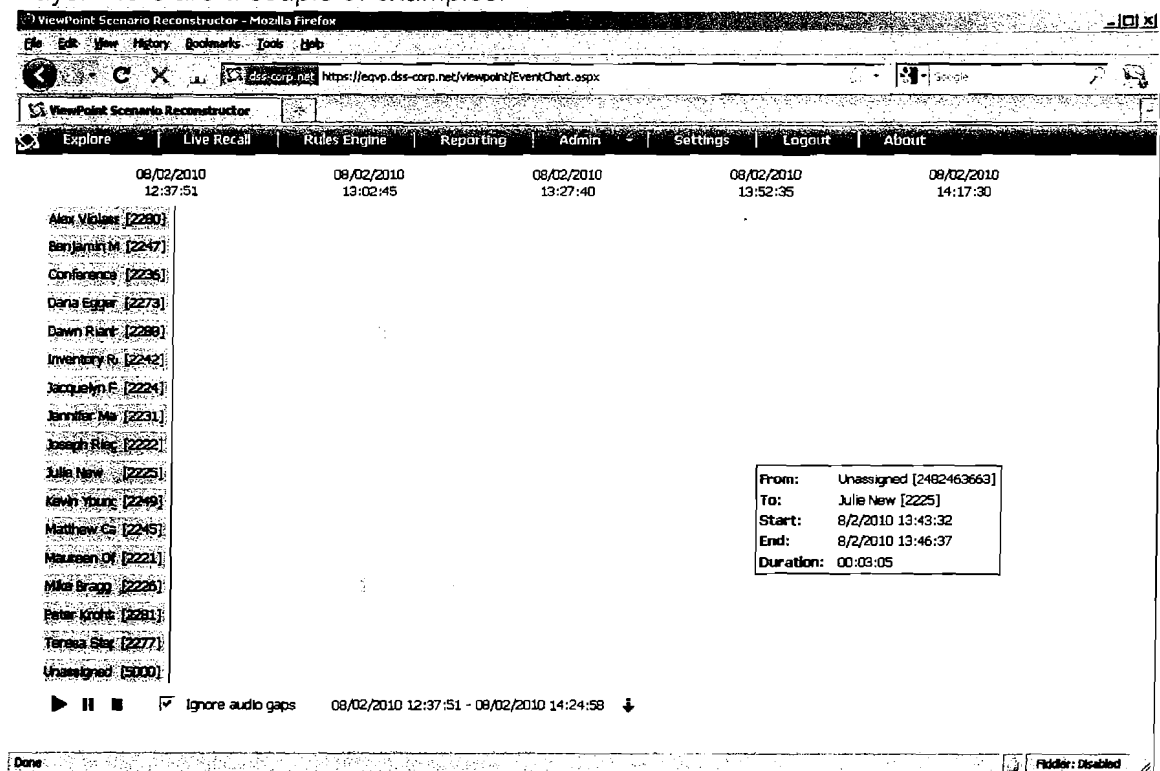
3.2.2.5. **understood and comply** – DSS Corporation has been working with Emergency Dispatch Centers for over 20 years and understands the mission critical nature of the recording system. DSS Corp provides 7x24x365 remote and on-site support. Remote support is immediate and on-site support is 4 hours or less for emergency support.

3.2.2.6. **understood and comply** – This pricing is in section “Delivery, Install and Training”.

3.2.2.7. **understood and comply** – A sample Testing & Acceptance Plan is located in section “Testing and Acceptance” for your review. This can be configured to your specific specifications.

### 3.2.3. Display

3.2.3.1. **understood and comply** – Equature can display blocks of calls in many user defined ways. Here are a couple of examples:

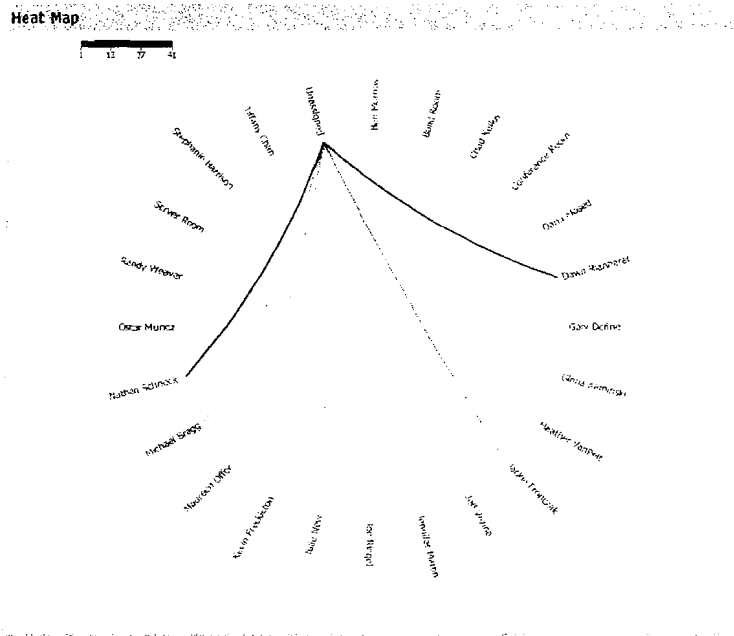


The screenshot shows the ViewPoint Scenario Reconstructor application running in Mozilla Firefox. The interface includes a navigation menu with options like Explore, Live Recall, Rules Engine, Reporting, Admin, Settings, Logout, and About. A table displays call records with columns for date and time. A call details pop-up is visible for a call from 'Unassigned [2482463663]' to 'Julie New [2225]' on 8/2/2010.

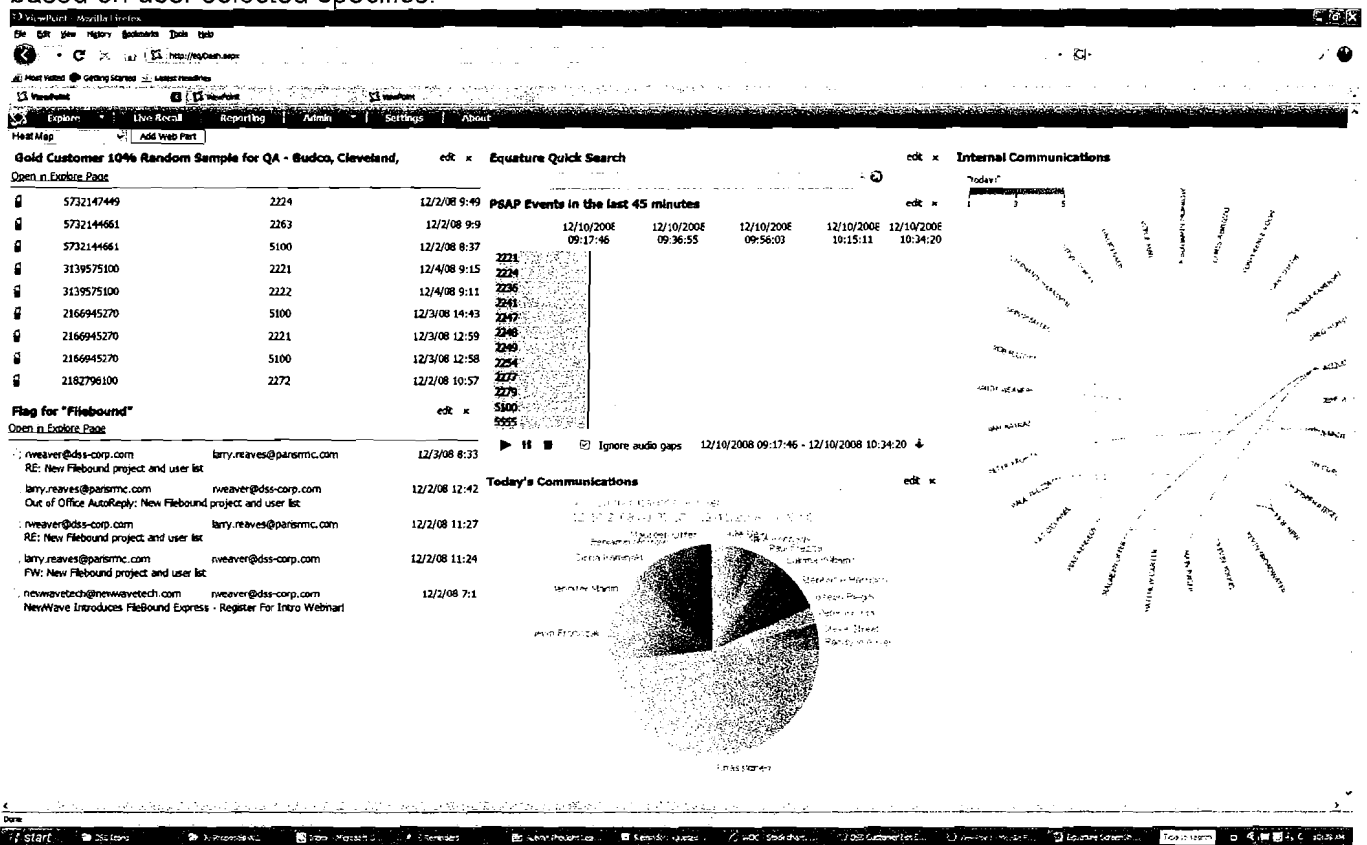
Date	Time	From	To
08/02/2010	12:37:51	Unassigned [2482463663]	Julie New [2225]
08/02/2010	13:02:45		
08/02/2010	13:27:40		
08/02/2010	13:52:35		
08/02/2010	14:17:30		

Call Details Pop-up:

From: Unassigned [2482463663]  
To: Julie New [2225]  
Start: 8/2/2010 13:43:32  
End: 8/2/2010 13:46:37  
Duration: 00:03:05



3.2.3.2. **understood and comply** – Equature is a big data warehouse and reports can be generated based on user selected specifics.



The screenshot displays the Equature software interface with several key components:

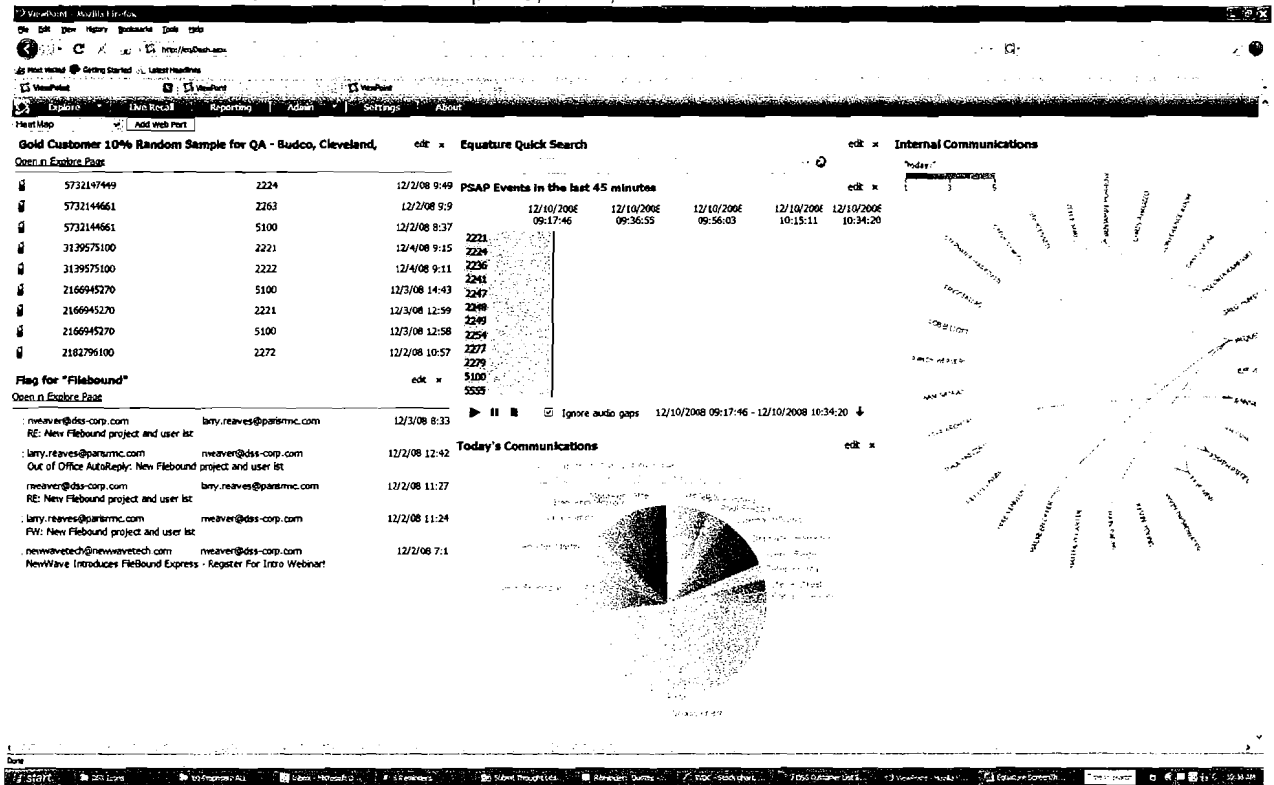
- Gold Customer 10% Random Sample for QA - Budco, Cleveland:** A table listing customer IDs and associated data points.
- PSAP Events in the last 45 minutes:** A table showing event counts for various dates and times.
- Today's Communications:** A pie chart showing the distribution of communication types.
- Internal Communications:** A network diagram showing relationships between various entities.
- Flag for "Filebound":** A list of communication records with details such as sender, recipient, and subject.



### 3.2.4. Web-based Interface

3.2.4.1. **understood and comply** – Equature is a browser based client supporting Internet Explorer, Mozilla Firefox and Google Chrome. Equature comes with an unlimited site license for search and playback from any authorized user from any device (PC, laptop, iPhone, Android, Mac, tablets, etc.) with secure authorized access to your LAN/WAN. Under NG9-1-1 all data is recording with SIP. Equature® provides unlimited users playback from any device without the need to install software. All quality evaluations and system administration functions are also done via the same browser interface.

3.2.4.2. **understood and comply** – Equature can be configured to set the landing page to the customized dashboard to access reports, calls, etc.





**3.2.4.3. understood and comply** – Equature allows connection via a secure VPN to any authorized user and has a robust audit log to track all user activities.

Between	01/05/2012 12:00 AM	and	01/06/2012 12:00 AM	Today January 05, 2012
Involving the following Users				
Aaron Ferral				Joseph Mased accessed the Explore Page 01:25 AM
Administrator				Larry Statham accessed the Explore Page 01:23 AM
Admin				Oscar Munoz accessed the Explore Page 11:55 AM
Al Hanzak				Oscar Munoz viewed an Email entitled "[1] new discussion on LinkedIn" between and Joseph Mased <smosed@dss.com> 11:55 AM
Alex Wilson				Oscar Munoz viewed an Email entitled "The technology behind Siri and its evolution" between THA Associates and Joseph Mased <smosed@dss.com> 11:55 AM
Alex Woo				Oscar Munoz viewed an Email entitled "LinkedIn Network Updates: 1/05/2012" between and Joseph Mased <smosed@dss.com> 11:55 AM
Barry Johnson				Oscar Munoz viewed an Email entitled "Chamber Launching Michigan Initiative - Detroit Magazine Features the Auto Industry Recovery" between eDevoter Weekly and Joseph Mased <smosed@dss.com> 11:55 AM
And the following Types of Activity				
Record Downloads				Oscar Munoz viewed an Email entitled "ISC Introduces the Full Line of Kendal Howard Products" between Information Support Concepts and Joseph Mased <smosed@dss.com> 11:55 AM
Unauthorized Attempts				Oscar Munoz viewed an Email entitled "New Online Training Course: Credit Denialists" between Bek a Learning and Joseph Mased <smosed@dss.com> 11:55 AM
Call(s) Cropped				Oscar Munoz viewed an Email entitled "lease check" between Joseph Mased and Don Gile <doggile@dss.com> and Larry Statham <lstatham@dss.com> 11:54 AM
Call(s) Merged				Oscar Munoz viewed an Email entitled "SP Google Search" between Ram Narai and Joseph Mased <smosed@dss.com> 11:54 AM
Call(s) Redirected				Oscar Munoz viewed an Email entitled "To Your IT Firm: Taking the Polar Express" between Paid Optima (Value Forward Group) and Joseph Mased <smosed@dss.com> 11:54 AM
Record Requests				Oscar Munoz viewed an Email entitled "North American Trading Architecture Summit - April 17" between Sam Lawson and Joseph Mased <smosed@dss.com> 11:54 AM
Unauthorized Attempts				Oscar Munoz viewed an Email entitled "Free Report Summary: State Term Coercion and Cooperative Purchases Vehicles" between GovWin and Joseph Mased <smosed@dss.com> 11:54 AM
Filter				Oscar Munoz viewed an Email entitled "Win an iPad and Social Incentives from Epihouse Interactive Partner" between Emily Williams and Joseph Mased <smosed@dss.com> 11:54 AM
				Oscar Munoz viewed an Email entitled "Just Listed: 2 Florida Sweetbay Supermarket Locations" between Sterling Champ and Joseph Mased <smosed@dss.com> 11:54 AM
				Oscar Munoz viewed an Email entitled "acornwhoman" between Randy Weaver and Joseph Mased <smosed@dss.com> 11:54 AM
				Oscar Munoz viewed an Email entitled "EW: Registration Confirmation for the Online Presentation "GSA Overview"" between Jeff Vezna <dsteheens@dss.com>, Gary DeFino <gdefino@dss.com>, Joseph Mased <smosed@dss.com>, Larry Statham <lstatham@dss.com> and Mike Bragg <mbragg@dss.com> 11:54 AM

**3.2.5. Storage and Archiving**

**3.2.5.1. understood and comply** – System will be configured to retain 1 year plus 25% growth.

**3.2.5.1.1. understood and comply** – Equature can be configured to support an unlimited number of channels. We have agencies recording hundreds of channels.

**3.2.5.1.2. understood and comply** – Calls, calls & recorded screens, and data can all be exported.

Explore   Live Recall   Rules Engine   Settings   Logout   About						
Query	Assessments	Bookmarks	Message Grid	Statistics		
e ▾	User Name	Duration	Destination	Notes		
1/2012 04:14:37 PM	Pete Krohta	00:00:38	Pete Krohta (2281)			
1/2012 04:14:20 PM	Nathan Schneck	00:02:18	(775) 777-7301			
1/2012 04:08:24 PM	Nathan Schneck	00:01:31	(775) 863-0178			
1/2012 04:05:53 PM	Nathan Schneck	00:00:07	5555			
1/2012 04:05:08 PM	Tiffany Chan	00:06:53	Tiffany Chan (2286)			
1/2012 03:59:30 PM	Pete	Configure Grid	Pete Krohta (2281)			
1/2012 03:50:19 PM	Dawr	Refresh Grid	(614) 885-5005			
1/2012 03:47:56 PM	Dawr	Filter on "Pete Krohta"	(714) 741-5704			
1/2012 03:38:28 PM	Tiffar	Save...	Selected			
1/2012 03:36:57 PM	Pete	Mail Selection	Selected Calls (Merged)			
1/2012 03:25:46 PM	Dawr	Bookmark Selection	Selected Calls (Redacted and Merged)			
1/2012 03:24:08 PM	Dawr	Map Selection	Selected Calls (Uncompressed)			
1/2012 03:17:52 PM	Dawr	Send to Scenario Reconstruction	Selected Calls and Screens			
1/2012 03:17:52 PM	Dawr	Play Sequentially	To Spreadsheet			
1/2012 03:15:47 PM	Dawr	Set Tags on Selection	With Viewer			
1/2012 03:14:26 PM	Dawn Rianharet	00:00:39	(608) 825-1124			
1/2012 03:12:41 PM	Dawn Rianharet	00:00:57	(507) 304-4800			
1/2012 03:07:23 PM	Dawn Rianharet	00:00:44	5555			
1/2012 03:03:45 PM	Nathan Schneck	00:00:50	(775) 289-8808			

3.2.5.1.3. **understood and comply** – There is no limit to the number of recorders that can be supported by an Equature configuration.

3.2.5.1.4. **understood and comply** – GSM 6.10

3.2.5.1.5. **understood and comply** – H264 video would be 1 minute of video for 1MB of storage at 1 frame rate. If you increase the frame rate then you increase storage 1 to 1 thus we have 10 frames per second then 1 minute of video is 10MB.

3.2.5.1.6. **understood and comply** – Equature searches are easily configured by the user to present any data that is present in the database.

3.2.5.2. **understood and comply** – Playback of recordings does not interrupt or affect current recording.

3.2.5.3. **understood and comply** – The Equature® NG9-1-1 Recording system has very robust retention architecture. The system provides different retentions based on message type. We will configure the system to meet this requirement upon installation. Please note that it is very easy to extend this if needs change.



The graphic below shows the retention policies that Equature® supports. Since Equature supports Active Directory (LDAP), you can set retentions per user or group.

**Modify Group: Service**

General Access Capture **Storage** QA

**Storage Policy**

Don't delete on low storage space

Keep Phone Calls For: 0 Days

Keep Email\Chat\Web For: 0 Days

Keep Screen Captures For: 0 Days

Keep Video Recordings For: 0 Days

Inherit Parent Settings

Replace Child Settings

Replace Only Unspecified Child Settings

Apply To

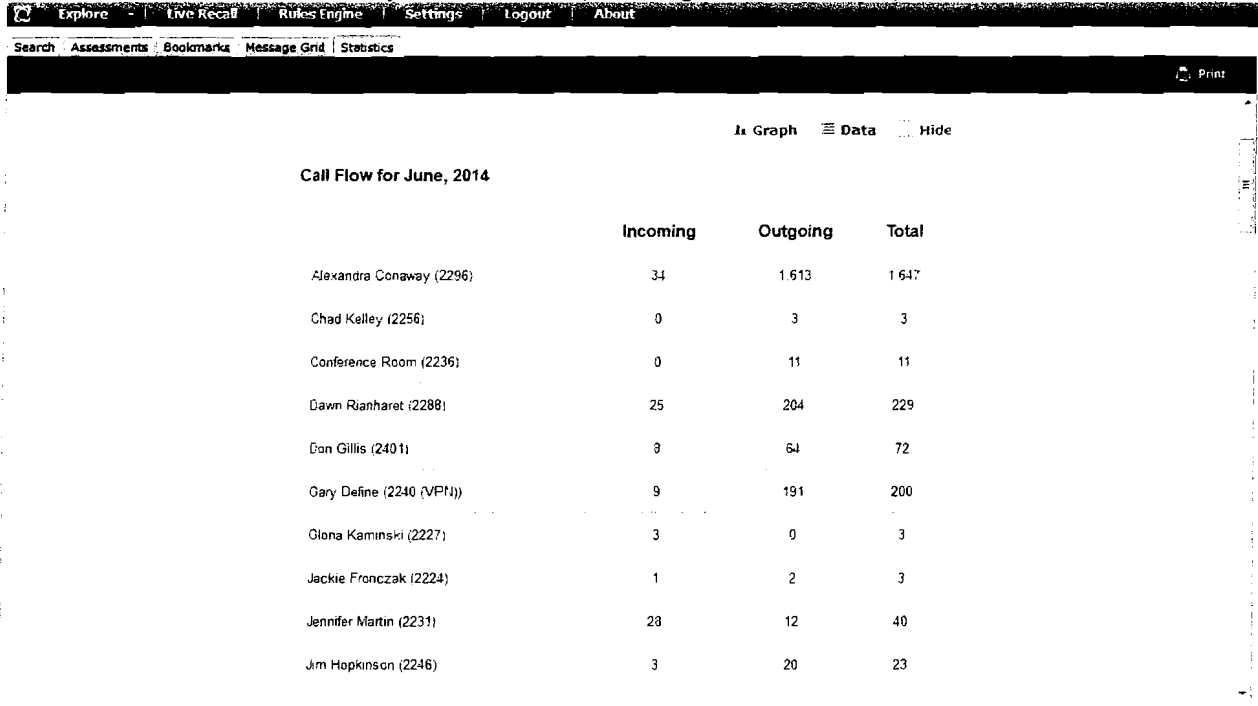
Close Next Save

**3.2.5.4. understood and comply** – The Equature NG9-1-1 Communication Recording System is a server based, networked NG recording system capable of recording all phone and radio, analog, digital, VoIP, RoIP, console audio, select & unselect audio, back up control stations, all 911 call taker and administrative phones, CAD screen recordings, live video camera recordings, picture and video recordings sent in from wireless devices, telematics information, text messaging – SMS &MMS, etc., all in the same system. Equature was specifically designed to capture all NG9-1-1 related information. All of the recording are stored in an industry standard digital format and are archived onto multiple internal redundant hard drives as well as external storage devices such as a NAS/SAN, disaster recovery site, additional drive space on the LAN/WAN, etc. Recordings can be played back by any authorized user from any computer or device with secure access to the LAN/WAN. Recordings can be emailed or copied to a CD, DVD, flash drive, etc., any industry standard storage device.



### 3.2.6. Reporting

3.2.6.1. **understood and comply** – Equature is a large data warehouse and a user can report on any data in the system that they have authorization to access. They just select what information they desire and Equature generates the report.



Call Flow for June, 2014

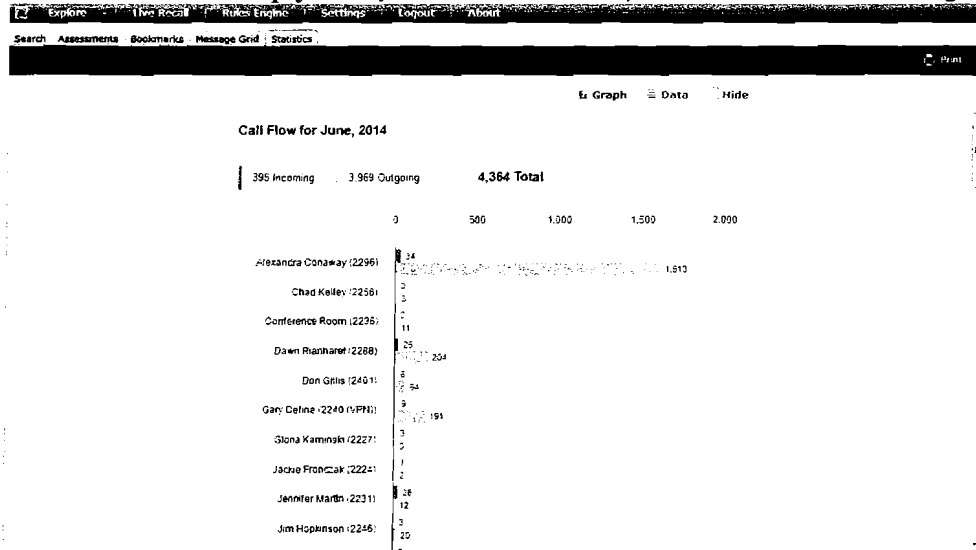
	Incoming	Outgoing	Total
Alexandra Conaway (2296)	34	1 613	1 647
Chad Kelley (2256)	0	3	3
Conference Room (2236)	0	11	11
Dawn Rianharet (2288)	25	204	229
Don Gillis (2401)	8	64	72
Gary Define (2240 (VPN))	9	191	200
Gloria Kaminski (2227)	3	0	3
Jackie Fronczak (2224)	1	2	3
Jennifer Martin (2231)	28	12	40
Jim Hopkinson (2246)	3	20	23

3.2.6.2. **exception** – Not currently supported but is being considered in development.

3.2.6.3. **exception** – Not currently supported but is being considered in development.

3.2.6.4. **exception** – Not currently supported but is being considered in development.

3.2.6.5. **understood and comply** – Any custom ad-hoc reports are available to be generated.



3.2.6.6. **exception** – Not currently supported but is being considered in development.

3.2.6.7. **exception** – Not currently supported but is being considered in development.

3.2.6.7.1. **understood and comply** – Quality assessment reports as well as audit reports contain links back to the recordings.

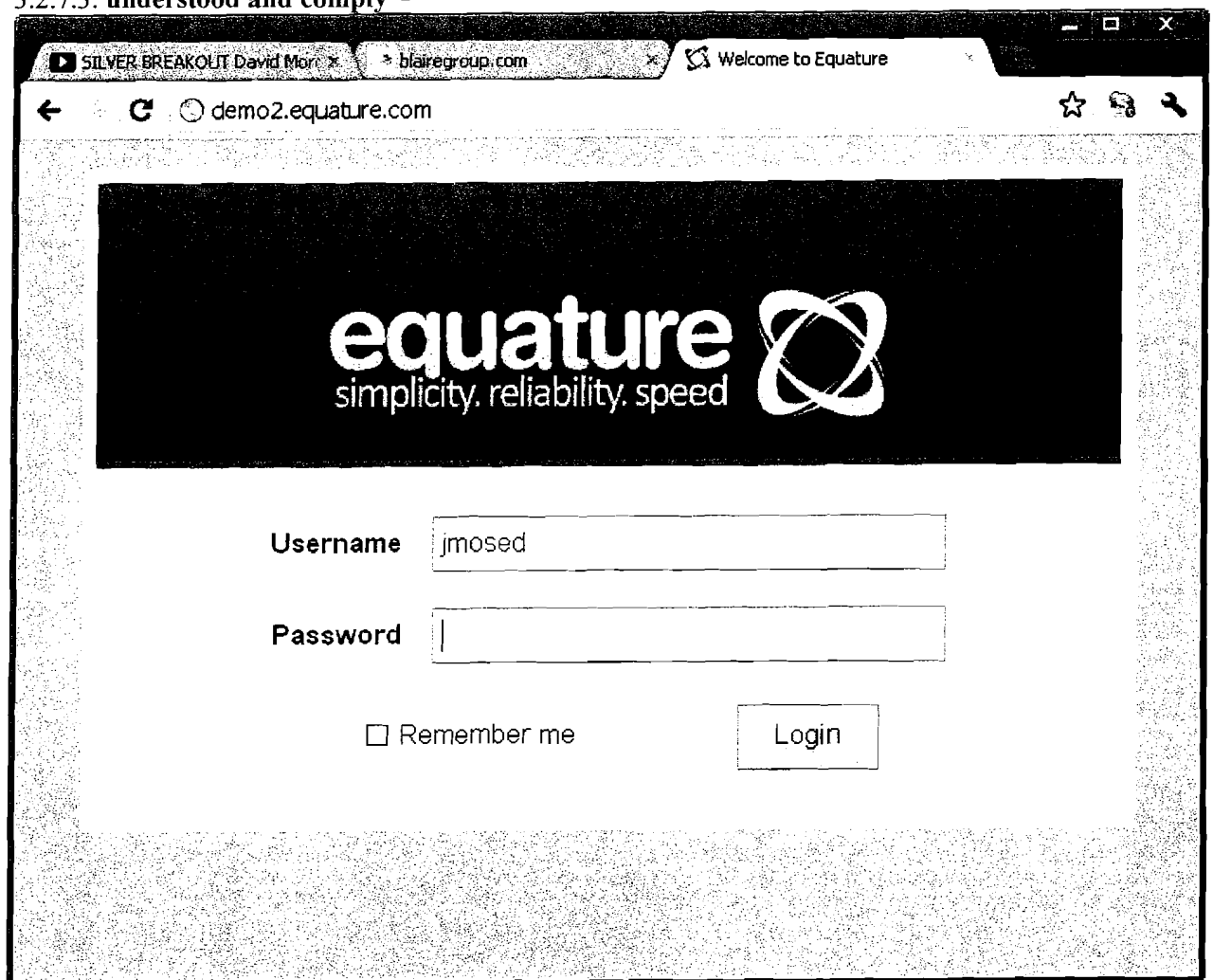
3.2.6.8. **understood and comply** – Equature's performance is not affected or interrupted by running reports or queries.

### 3.2.7. Search and Playback

3.2.7.1. **understood and comply** – Equature support this feature.

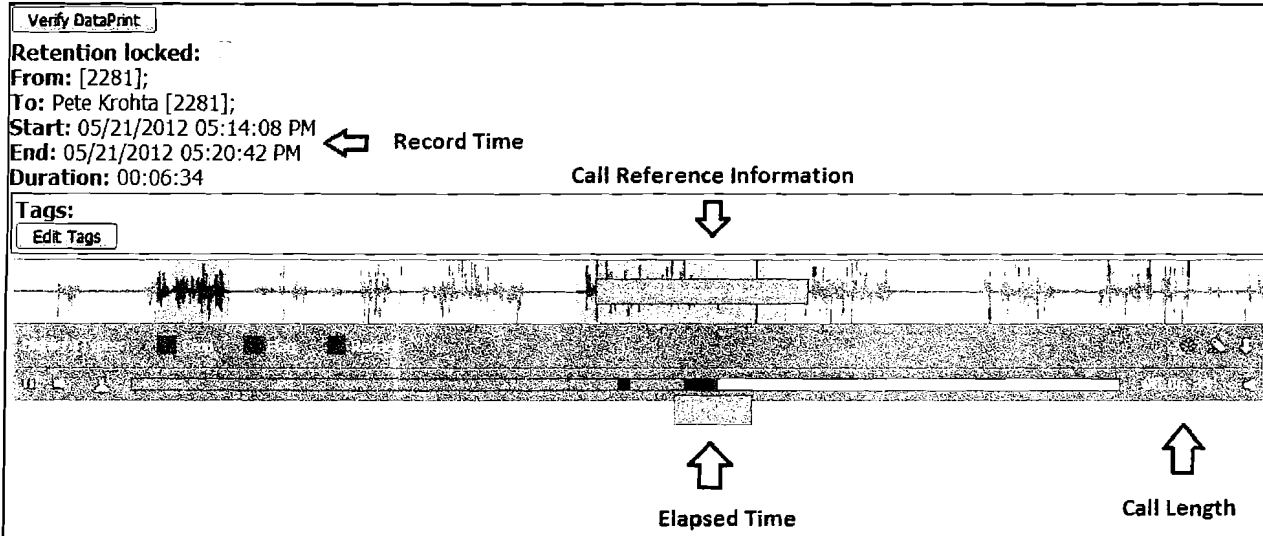
3.2.7.2. **understood and comply** – Equature can be configured to have the search and playback be displayed as the landing page right after login.

3.2.7.3. **understood and comply** –



3.2.7.4. **understood and comply** – Equature supports search & playback from any device that can connect to the system including unlimited number of remote workstations.

3.2.7.4.1. **understood and comply** – See below”



**Verify DataPrint**  
Retention locked:  
From: [2281];  
To: Pete Krohta [2281];  
Start: 05/21/2012 05:14:08 PM ← Record Time  
End: 05/21/2012 05:20:42 PM  
Duration: 00:06:34

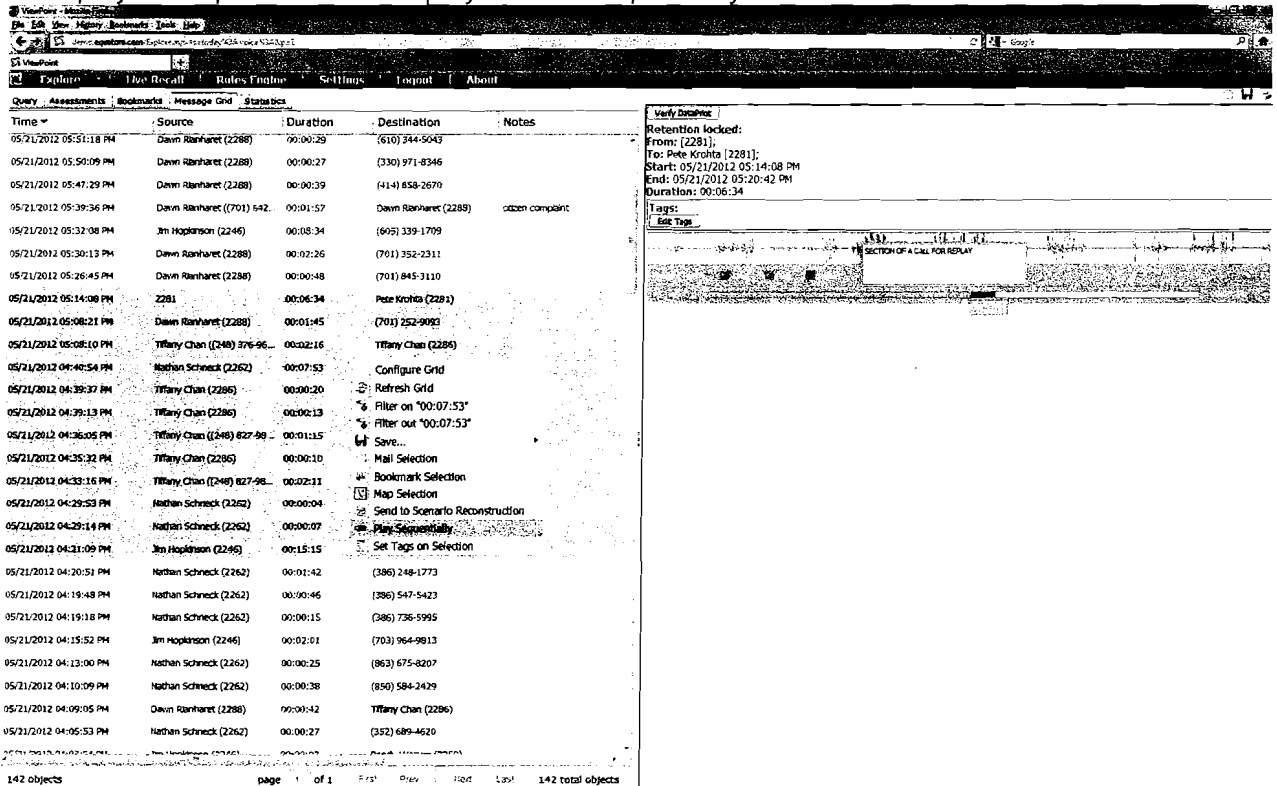
**Call Reference Information**

**Tags:**  
Edit Tags

**Elapsed Time**

**Call Length**

3.2.7.4.2. **understood and comply** – You can select a single call for replay or multiple calls for replay. Multiple calls can be played back sequentially or in real-time.



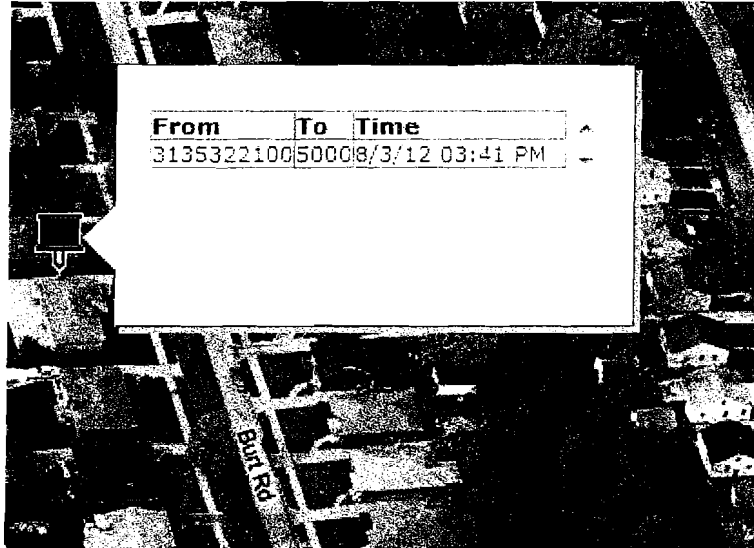
Time	Source	Duration	Destination	Notes
05/21/2012 05:51:18 PM	Dawn Ranzharet (2288)	00:00:29	(610) 244-5043	
05/21/2012 05:50:09 PM	Dawn Ranzharet (2288)	00:00:27	(330) 971-8346	
05/21/2012 05:47:29 PM	Dawn Ranzharet (2288)	00:00:39	(414) 658-2670	
05/21/2012 05:39:36 PM	Dawn Ranzharet (701) 542	00:01:57	Dawn Ranzharet (2288)	citizen complaint
05/21/2012 05:32:08 PM	Jim Hopkinson (2246)	00:08:34	(605) 339-1799	
05/21/2012 05:30:13 PM	Dawn Ranzharet (2288)	00:02:26	(701) 352-2311	
05/21/2012 05:26:45 PM	Dawn Ranzharet (2286)	00:00:48	(701) 945-3110	
05/21/2012 05:14:08 PM	2281	00:06:34	Pete Krohta (2281)	
05/21/2012 05:08:21 PM	Dawn Ranzharet (2288)	00:01:45	(701) 252-9092	
05/21/2012 05:05:10 PM	Tiffany Chan (248) 376-96...	00:02:16	Tiffany Chan (2286)	
05/21/2012 04:46:54 PM	Nathan Schneck (2262)	00:07:53	Configure Grid	
05/21/2012 04:39:37 PM	Tiffany Chan (2286)	00:00:20	Refresh Grid	
05/21/2012 04:39:13 PM	Tiffany Chan (2286)	00:00:13	% Filter on "00:07:53"	
05/21/2012 04:36:05 PM	Tiffany Chan (248) 627-96...	00:01:15	% Filter out "00:07:53"	
05/21/2012 04:35:32 PM	Tiffany Chan (2286)	00:00:10	Save...	
05/21/2012 04:35:16 PM	Tiffany Chan (248) 627-96...	00:02:11	Mail Selection	
05/21/2012 04:29:53 PM	Nathan Schneck (2262)	00:00:04	Bookmark Selection	
05/21/2012 04:29:14 PM	Nathan Schneck (2262)	00:00:07	Map Selection	
05/21/2012 04:21:09 PM	Jim Hopkinson (2246)	00:15:15	Send to Scenario Reconstruction	
05/21/2012 04:20:51 PM	Nathan Schneck (2262)	00:01:42	Play Sequentially	
05/21/2012 04:19:48 PM	Nathan Schneck (2262)	00:00:46	Set Tags on Selection	
05/21/2012 04:15:52 PM	Jim Hopkinson (2246)	00:02:01	(386) 248-1773	
05/21/2012 04:13:00 PM	Nathan Schneck (2262)	00:00:25	(386) 547-5423	
05/21/2012 04:10:09 PM	Nathan Schneck (2262)	00:00:38	(386) 736-5995	
05/21/2012 04:09:05 PM	Dawn Ranzharet (2286)	00:00:42	(703) 964-9813	
05/21/2012 04:05:53 PM	Nathan Schneck (2262)	00:00:27	(850) 584-2429	
05/21/2012 04:05:53 PM	Nathan Schneck (2262)	00:00:27	Tiffany Chan (2286)	
05/21/2012 04:05:53 PM	Nathan Schneck (2262)	00:00:27	(352) 689-4620	

142 objects page 1 of 1 First Prev Next Last 142 total objects

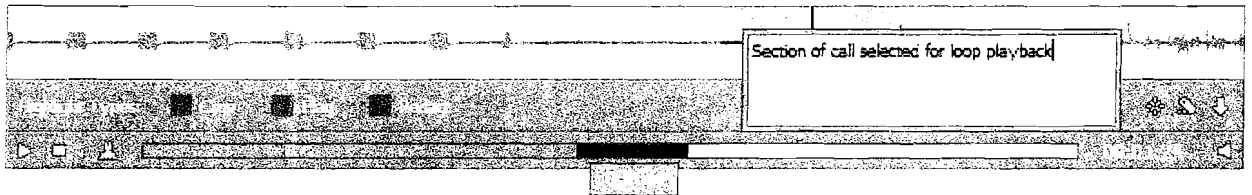
**Verify DataPrint**  
Retention locked:  
From: [2281];  
To: Pete Krohta [2281];  
Start: 05/21/2012 05:14:08 PM  
End: 05/21/2012 05:20:42 PM  
Duration: 00:06:34

**Tags:**  
Edit Tags

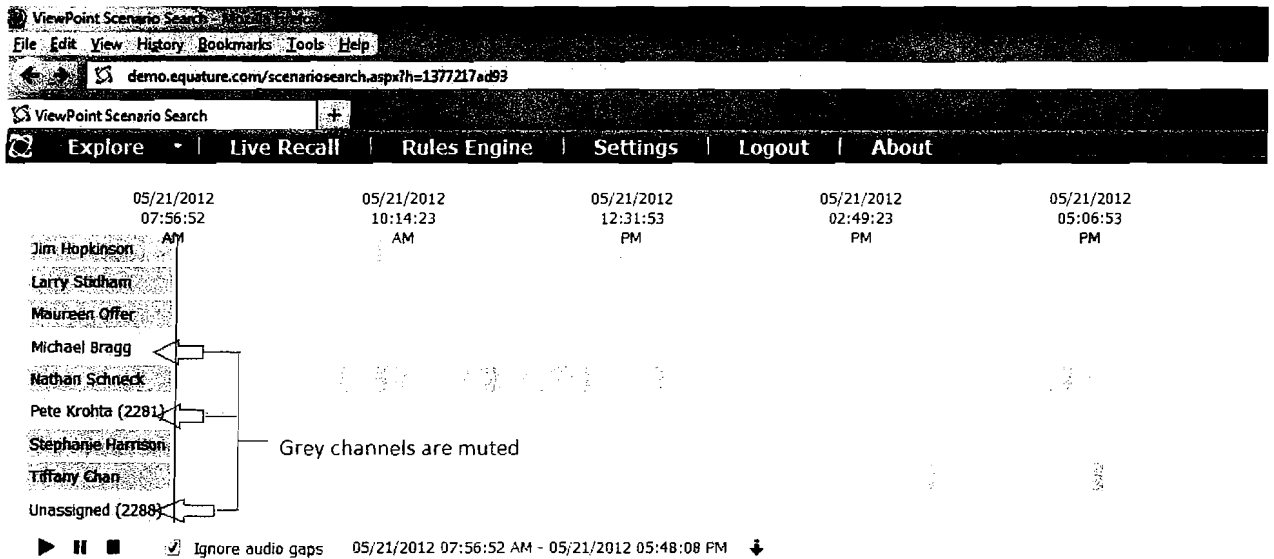
3.2.7.5. **understood and comply** – The Equature® Mapping uses the data for call location and pictorial representation instantly.



3.2.7.6. understood and comply – See below:



3.2.7.7. understood and comply – See below:



3.2.7.8. understood and comply – Please refer to the above graphic



3.2.7.9. understood and comply

3.2.7.9.1. understood and comply – See below:

Explore | Live Recall | Rules Engine | Settings | Logout | About

	7/2/2014 11:09:29	7/2/2014 11:38:16	7/2/2014 12:07:02	7/2/2014 12:35:49	7/2/2014 01:04:35
Alexandra	AM	AM	PM	PM	PM
Chad Kelley (2256)					
Dawn Rianharet					
Gary Define (2240)					
Kevin Young (2249)					
Larry Stidham					
Maureen Offer					
Michael Bragg					
Pete Krohta (2281)					
Ryan Mulhall					
Tiffany Chan					

Ignore audio gaps 7/2/2014 11:09:29 AM - 7/2/2014 01:13:13 PM

3.2.7.9.2. understood and comply – See below:

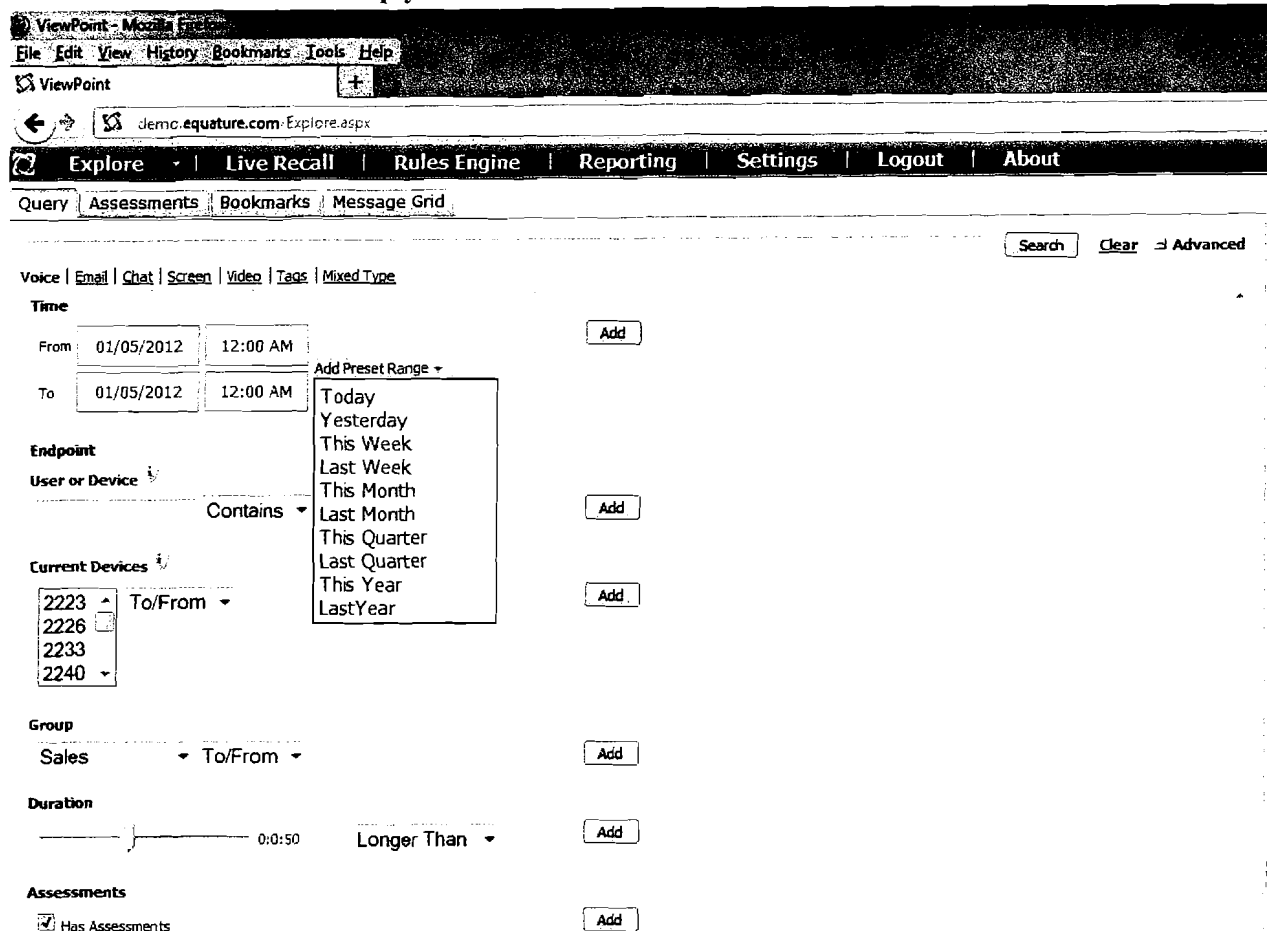
Explore | Live Recall | Rules Engine | Settings | Logout | About

Search | Assessments | Bookmarks | Message Grid | Statistics

Time		Duration	User Name	Destination	Notes
7/2/2014 01:08:26 PM		00:01:24	Gary Define	(937) 237-3597	
7/2/2014 01:07:49 PM		00:00:47	Alexandra Cona...	(707) 565-2212	
7/2/2014 01:06:26 PM	2	00:00:06	Alexandra Cona...	Dawn Rianharet (2...	
7/2/2014 01:02:44 PM		00:00:43	Alexandra Cona...	(408) 977-3206	
7/2/2014 12:59:47 PM		00:00:53	Alexandra Cona...	(510) 293-7141	
7/2/2014 12:55:54 PM		00:00:19	Alexandra Cona...	(209) 552-3901	
7/2/2014 12:48:50 PM		00:13:47	Peter Krohta		
7/2/2014 12:48:46 PM		00:00:20	Mik	Configure Grid	
7/2/2014 12:46:42 PM		00:00:52	Ale	Refresh Grid	
7/2/2014 12:45:50 PM		00:00:29	Mik	Filter on "Peter Krohta"	
7/2/2014 12:44:48 PM		00:00:42	Ale	Filter out "Peter Krohta"	
7/2/2014 12:44:18 PM		00:01:26	Ale	Save...	
7/2/2014 12:43:24 PM		00:00:33	Mik	Mail Selection	
7/2/2014 12:41:44 PM		00:00:42	Mik	Bookmark Selection	
7/2/2014 12:41:43 PM		00:00:33	Mik	Map Selection	
7/2/2014 12:41:13 PM		00:00:42	Ale	Send to Scenario Reconstruction	
7/2/2014 12:41:13 PM		00:01:44	Per	Play Sequentially	
7/2/2014 12:41:13 PM		00:00:21	Per	Set Tags on Selection	
7/2/2014 12:40:39 PM		00:00:21	Maureen Offer	Mike Bragg (2226)	
7/2/2014 12:39:59 PM		00:00:27	Mike Bragg	Tiffany Chan (2286)	
7/2/2014 12:38:52 PM		00:00:27	Mike Bragg	(208) 882-2216	
7/2/2014 12:38:52 PM		00:00:54	Larv Stidham	Larv Stidham (223...	

157 records | 13 records selected | page 1 of 1 | First | Prev | Next | Last

3.2.7.10. understood and comply –



The screenshot shows the ViewPoint web application interface. At the top, there is a navigation bar with links for Explore, Live Recall, Rules Engine, Reporting, Settings, Logout, and About. Below this is a search bar with a 'Search' button and a 'Clear' button. The main content area is divided into several sections, each with an 'Add' button:

- Time:** Includes 'From' and 'To' date and time pickers (01/05/2012 12:00 AM). A dropdown menu for 'Add Preset Range' is open, showing options: Today, Yesterday, This Week, Last Week, This Month, Last Month, This Quarter, Last Quarter, This Year, and Last Year.
- Endpoint:** Includes a 'User or Device' field with a 'Contains' dropdown menu.
- Current Devices:** Includes a list of device numbers (2223, 2226, 2233, 2240) and a 'To/From' dropdown menu.
- Group:** Includes a 'Sales' field and a 'To/From' dropdown menu.
- Duration:** Includes a duration slider set to 0:0:50 and a 'Longer Than' dropdown menu.
- Assessments:** Includes a checked checkbox for 'Has Assessments'.

3.2.7.11. understood and comply – Equature meets this requirement

3.2.7.12. understood and comply – Equature meets this requirement. See graphic in 3.2.7.10.

- 3.2.7.12.1. understood and comply
- 3.2.7.12.2. understood and comply
- 3.2.7.12.3. understood and comply
- 3.2.7.12.4. understood and comply
- 3.2.7.12.5. understood and comply
- 3.2.7.12.6. understood and comply
- 3.2.7.12.7. understood and comply
- 3.2.7.12.8. understood and comply
- 3.2.7.12.9. understood and comply
- 3.2.7.12.10. understood and comply
- 3.2.7.12.11. understood and comply
- 3.2.7.12.12. understood and comply

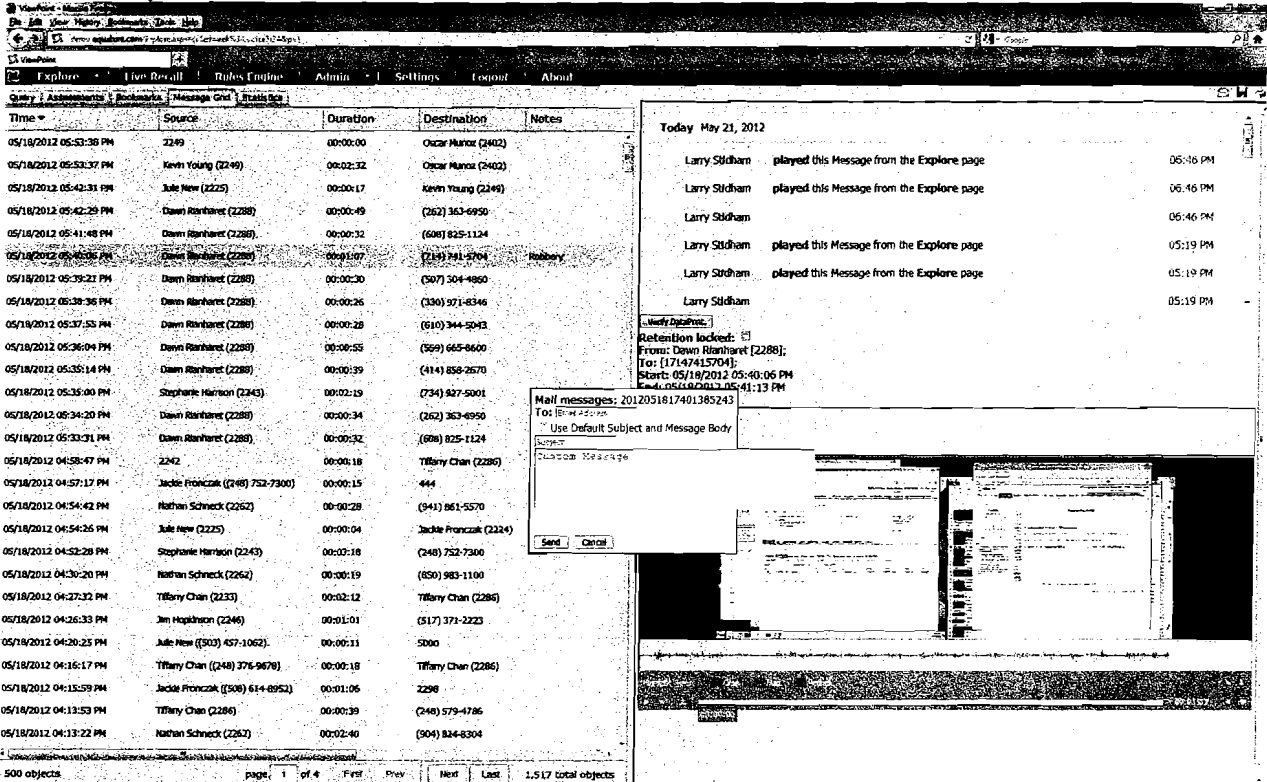
3.2.7.13. understood and comply – Equature meets this requirement

3.2.7.14. **understood and comply** – Equature meets this requirement

3.2.7.15. **understood and comply** – Photos, videos, documents and other types of evidence can be saved as part of an Equature incident recreation. All Equature related activities are tracked in the audit log.

3.2.7.16. **understood and comply** – Equature supports this feature.

3.2.7.17. **understood and comply** – Call(s) can be emailed directly out of Equature by an authorized user or they can send a link.



The screenshot displays the Equature web interface. On the left, a table lists call records with columns for Time, Source, Duration, Destination, and Notes. On the right, a message preview window is open, showing details for a message sent to 2012051817401385243. The message content includes a 'Retention locked' warning and a 'Mail messages' header.

Time	Source	Duration	Destination	Notes
05/18/2012 05:53:38 PM	2249	00:00:00	Oscar Munoz (2402)	
05/18/2012 05:53:37 PM	Kevin Young (2249)	00:02:32	Oscar Munoz (2402)	
05/18/2012 05:42:31 PM	Julie New (2225)	00:00:17	Kevin Young (2249)	
05/18/2012 05:42:29 PM	Dawn Rhanhart (2288)	00:00:49	(262) 363-6950	
05/18/2012 05:41:48 PM	Dawn Rhanhart (2288)	00:00:32	(608) 825-1124	
05/18/2012 05:40:36 PM	Dawn Rhanhart (2288)	00:01:07	(714) 741-5704	Robbery
05/18/2012 05:39:21 PM	Dawn Rhanhart (2288)	00:00:30	(507) 304-4860	
05/18/2012 05:39:36 PM	Dawn Rhanhart (2288)	00:00:26	(330) 971-8346	
05/18/2012 05:37:53 PM	Dawn Rhanhart (2288)	00:00:28	(610) 344-5043	
05/18/2012 05:36:04 PM	Dawn Rhanhart (2288)	00:00:53	(369) 665-8600	
05/18/2012 05:35:14 PM	Dawn Rhanhart (2288)	00:00:39	(414) 858-2670	
05/18/2012 05:35:00 PM	Stephanie Harrison (2243)	00:02:19	(734) 827-5001	
05/18/2012 05:34:20 PM	Dawn Rhanhart (2288)	00:00:34	(262) 363-6950	
05/18/2012 05:33:31 PM	Dawn Rhanhart (2288)	00:00:32	(608) 825-1124	
05/18/2012 04:58:47 PM	2242	00:00:18	Tiffany Chan (2286)	
05/18/2012 04:57:17 PM	Jackie Fronczak (248) 752-7300	00:00:15	444	
05/18/2012 04:54:42 PM	Nathan Schneck (2262)	00:00:28	(941) 861-5570	
05/18/2012 04:54:26 PM	Julie New (2225)	00:00:04	Jackie Fronczak (2242)	
05/18/2012 04:52:28 PM	Stephanie Harrison (2243)	00:03:18	(248) 752-7300	
05/18/2012 04:30:20 PM	Nathan Schneck (2262)	00:00:19	(650) 983-1100	
05/18/2012 04:27:32 PM	Tiffany Chan (2233)	00:02:12	Tiffany Chan (2286)	
05/18/2012 04:26:33 PM	Jim Hopkison (2246)	00:01:01	(517) 371-2223	
05/18/2012 04:20:25 PM	Julie New (503) 457-1062	00:00:11	5000	
05/18/2012 04:16:17 PM	Tiffany Chan (248) 376-9678	00:00:18	Tiffany Chan (2286)	
05/18/2012 04:15:59 PM	Jackie Fronczak ((308) 614-8952)	00:01:06	2298	
05/18/2012 04:13:53 PM	Tiffany Chan (2286)	00:00:39	(248) 579-4786	
05/18/2012 04:13:22 PM	Nathan Schneck (2262)	00:02:40	(904) 824-8304	

3.2.7.18. **understood and comply** – Equature supports sending links to calls which require a user name and password to access.

3.2.7.19. **understood and comply**

3.2.7.19.1. **understood and comply** – Equature supports sending links to calls which require a user name and password to access.

3.2.7.19.2. **understood and comply** – EQ supports this feature. See graphic in 3.2.7.17.

3.2.7.20. **understood and comply** – Equature supports tagging calls with flags and alphanumeric information.



Time	Source	Duration	Destination	Notes
05/21/2012 05:32:08 PM	Jim Hopkinson (2246)	00:08:34	(605) 339-1709	
05/21/2012 05:30:13 PM	Dawn Rianharet (2288)	00:02:26	(701) 352-2311	
05/21/2012 05:26:45 PM	Dawn Rianharet (2288)	00:00:48	(701) 845-3110	
05/21/2012 05:14:08 PM	2281	00:06:34	Pete Krohta (2281)	MC12-14654
05/21/2012 05:13:49 PM	Jackie Fronczak			
05/21/2012 05:08:21 PM	Dawn Rianharet		1) 252-9093	
05/21/2012 05:08:10 PM	Tiffany Chan ((2		iny Chan (2286)	
05/21/2012 04:56:59 PM	Jackie Fronczak		phanie Harrison (2243)	
05/21/2012 04:47:49 PM	Jackie Fronczak		49	
05/21/2012 04:47:30 PM	Jackie Fronczak			
05/21/2012 04:40:54 PM	Nathan Schneck		7) 339-2441	
05/21/2012 04:39:37 PM	Tiffany Chan (22		8) 376-9678	
05/21/2012 04:39:13 PM	Tiffany Chan (22		8) 579-4786	
05/21/2012 04:36:05 PM	Tiffany Chan ((2		40	
05/21/2012 04:35:32 PM	Tiffany Chan (22		in Young (2249)	
05/21/2012 04:33:16 PM	Tiffany Chan ((248) 827-9843)	00:02:11	5000	
05/21/2012 04:30:45 PM	Chad Kelley (2256)	00:01:10	5555	
05/21/2012 04:29:53 PM	Nathan Schneck (2262)	00:00:04	(850) 926-0804	
05/21/2012 04:29:14 PM	Nathan Schneck (2262)	00:00:07	(850) 926-0811	

3.2.7.20.1. **understood and comply** – Calls can be selected for retention lock. You do **NOT** want the ability to delete calls, especially in Public Safety!

3.2.7.21. **understood and comply** – Calls can be searched and easily grouped together based on a common parameter associated related recordings either manually or automatically.

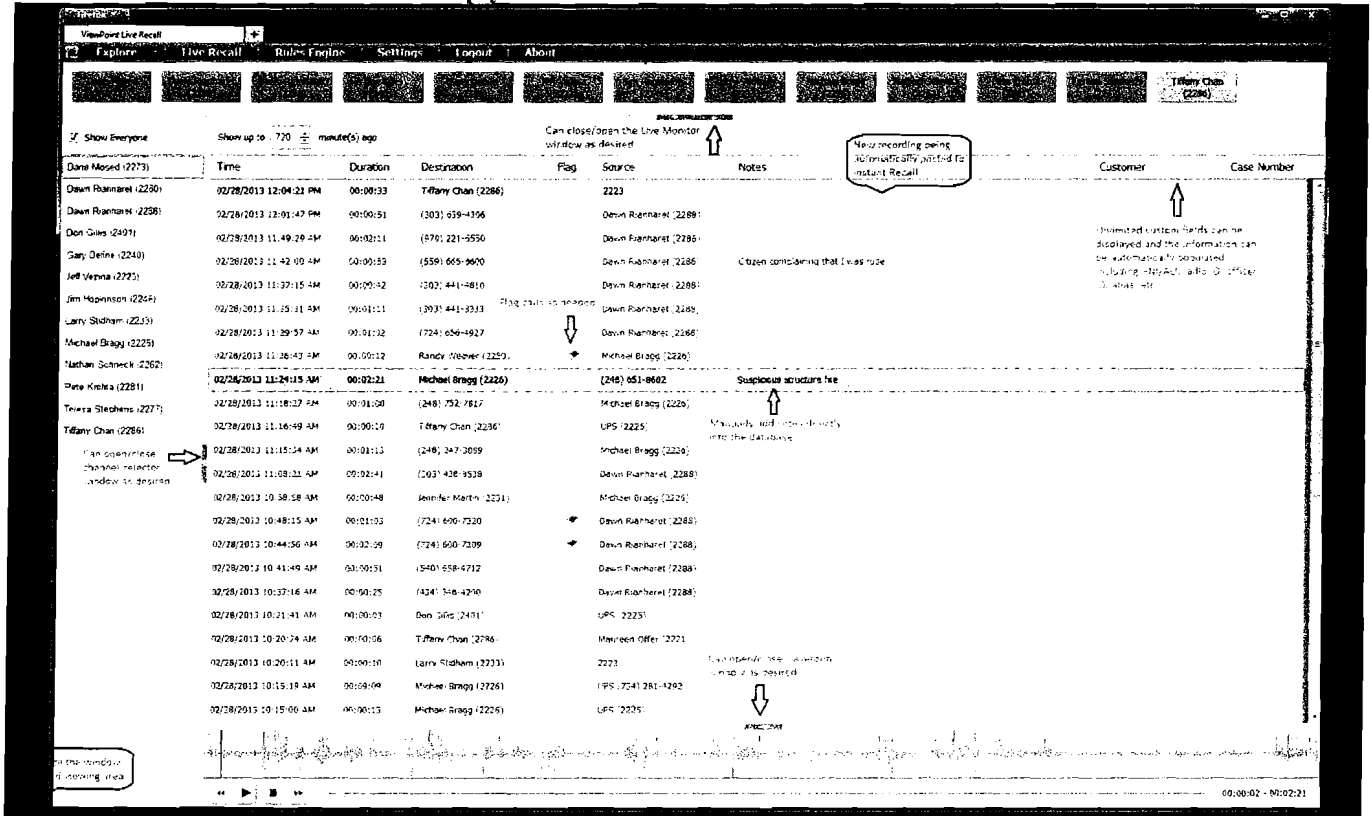
3.2.7.22. **understood and comply** – This is a standard feature in Equature as it is a browser based search and replay system.

3.2.7.23. **understood and comply** – All aspects to access recordings are done via a browser and do not require any proprietary application. Equature supports FireFox, Internet Explorer and Google Chrome.



### 3.2.8. Instant Recall and Live Monitoring

#### 3.2.8.1. understood and comply – See below:



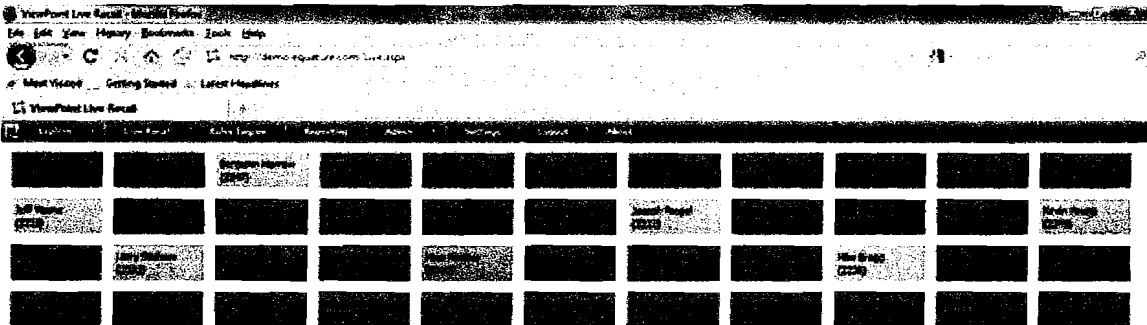
Time	Duration	Description	Flag	Source	Notes	Customer	Case Number
02/28/2013 12:04:21 PM	00:00:33	Tiffany Chan (2286)		2223			
02/28/2013 12:01:47 PM	00:00:51	(303) 639-4396		Down Rahnert (2288)			
02/28/2013 11:49:29 AM	00:02:11	(870) 221-8550		Down Rahnert (2288)			
02/28/2013 11:42:00 AM	00:00:52	(559) 665-9600		Down Rahnert (2288)	Client complaining that I was rude		
02/28/2013 11:37:15 AM	00:00:42	(202) 441-4810		Down Rahnert (2288)			
02/28/2013 11:25:11 AM	00:01:11	(303) 441-4313	Flag this is message	Down Rahnert (2288)			
02/28/2013 11:29:57 AM	00:01:32	(724) 656-4927		Down Rahnert (2288)			
02/28/2013 11:26:43 AM	00:00:12	Randy Overer (2259)		Michael Bragg (2226)			
02/28/2013 11:24:15 AM	00:02:21	Michael Bragg (2226)		(248) 651-8662	Suspicious activities fee		
02/28/2013 11:18:27 AM	00:01:00	(248) 752-7617		Michael Bragg (2226)			
02/28/2013 11:16:49 AM	00:00:10	Tiffany Chan (2286)		UPS (2225)	Manually add connectivity into the database		
02/28/2013 11:15:14 AM	00:01:13	(248) 247-2059		Michael Bragg (2226)			
02/28/2013 11:08:22 AM	00:02:41	(203) 426-9538		Down Rahnert (2288)			
02/28/2013 10:58:58 AM	00:00:48	Jennifer Martin (2231)		Michael Bragg (2226)			
02/28/2013 10:48:15 AM	00:01:03	(724) 600-7200		Down Rahnert (2288)			
02/28/2013 10:44:56 AM	00:02:09	(724) 600-7309		Down Rahnert (2288)			
02/28/2013 10:41:49 AM	00:00:51	(540) 658-4712		Down Rahnert (2288)			
02/28/2013 10:37:16 AM	00:00:25	(434) 516-4290		Down Rahnert (2288)			
02/28/2013 10:21:41 AM	00:00:03	Don Jure (2451)		UPC (2225)			
02/28/2013 10:20:24 AM	00:00:06	Tiffany Chan (2286)		Maureen Offer (2271)			
02/28/2013 10:20:11 AM	00:00:10	Larry Statham (2233)		2223	Can't identify the window / is covered		
02/28/2013 10:15:18 AM	00:00:09	Michael Bragg (2226)		UPS (724) 281-4262			
02/28/2013 10:15:00 AM	00:00:13	Michael Bragg (2226)		UPS (2225)			

3.2.8.1.1. understood and comply – It is possible to allow each telecommunicator access to only their recordings.

3.2.8.1.2. understood and comply – See graphic in 3.2.8.1.

3.2.8.2. understood and comply – See graphic in 3.2.8.1.

3.2.8.3. understood and comply – Buttons will change color depending on the current state of the channel.



3.2.8.3.1. understood and comply – See graphic in 3.2.8.3.



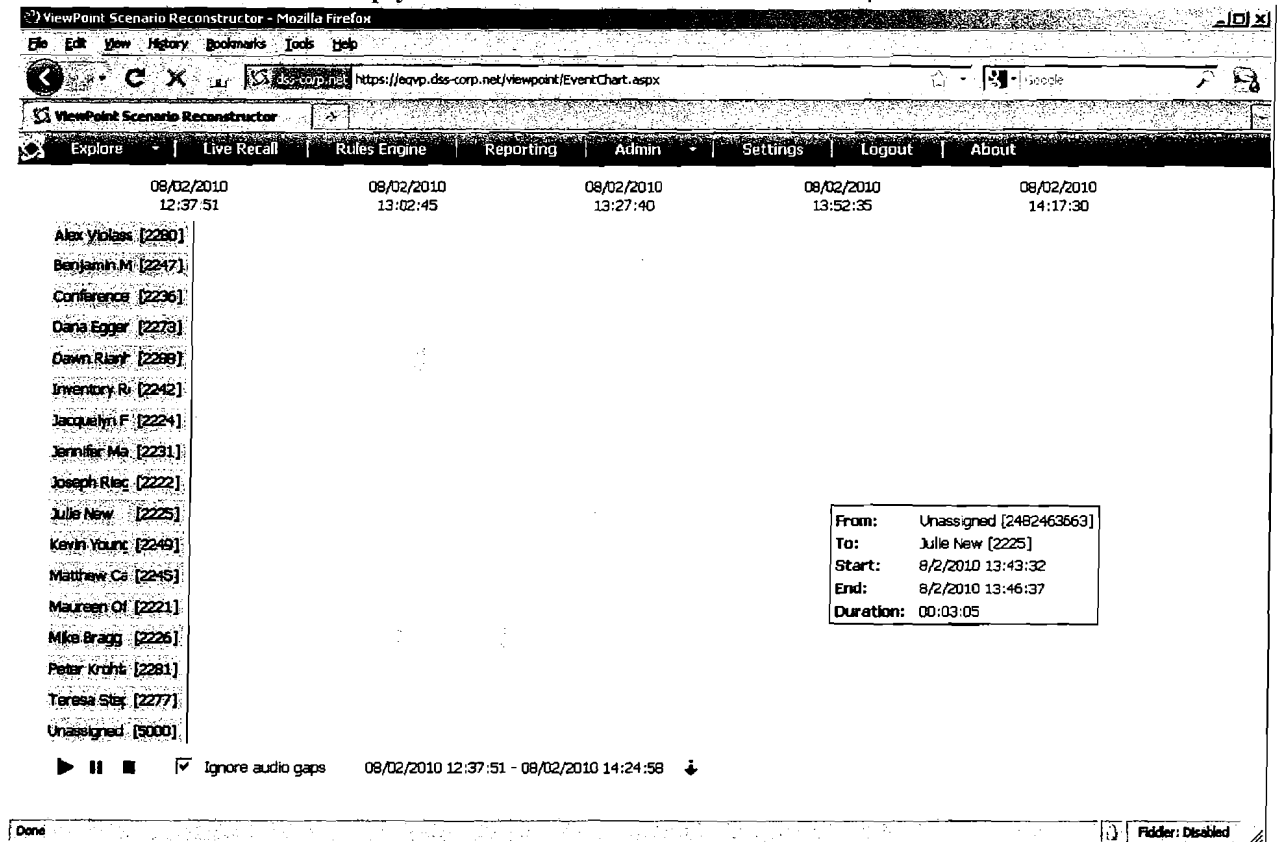
3.2.8.4. **understood and comply** – Yes this function is supported.

3.2.8.5. **understood and comply** – Yes, you can access via a tablet pc.

3.2.8.6. **clarification** – Equature supports recording and playback of screen activity. We do not support live monitoring of screen activity unless it is done via a live camera feed.

### 3.2.9. Scenario Recreation

3.2.9.1. **understood and comply** – This is a standard feature with Equature.



3.2.9.1.1. **understood and comply** – Calls can be grouped by Case ID or any other common tag.

3.2.9.1.2. **understood and comply** – This is a standard search feature in Equature.

3.2.9.1.3. **understood and comply** – Yes this is standard with Equature.

3.2.9.1.4. **understood and comply** – Yes you can click on heat maps and drill into the calls.

3.2.9.1.5. **understood and comply** – Yes this is standard in Equature.

### 3.2.9.2. **understood and comply**

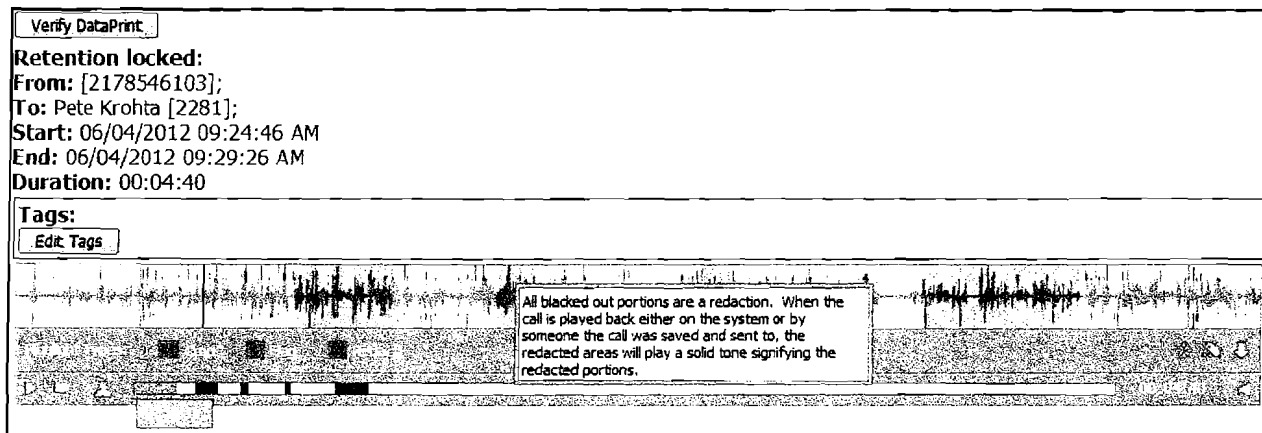


- 3.2.9.2.1. **understood and comply** – Yes
- 3.2.9.2.2. **understood and comply** – Yes
- 3.2.9.2.3. **understood and comply** – Yes

3.2.9.3. **understood and comply** – Yes you can playback screen recordings of associated positions if those positions were configured for screen recording.

### 3.2.10. Integrated Redaction of Recordings

3.2.10.1. **understood and comply** – Yes Equature comes standard with the ability to redact. It places a continuous “beep” over the redacted area signifying information has been covered up and it’s not just blank space. Notes can be added to the redacted area to explain why it is being redacted.



3.2.10.2. **understood and comply** – Yes the original call is protected and the redacted file is a copy of the original.

3.2.10.2.1. **understood and comply** – This is standard feature in Equature.

### 3.2.11. System Security, Diagnostics and Media Management

3.2.11.1. **understood and comply** – Equature supports multiple levels of security.



**Modify User**

General Access Capture Storage QA

Username:

Password:

Full name:

Aliases:

Groups:

Member of:

User rights:

Right	Allow	Deny
System Administrator	<input type="checkbox"/>	<input type="checkbox"/>
User Administrator	<input type="checkbox"/>	<input type="checkbox"/>
Volume Administrator	<input type="checkbox"/>	<input type="checkbox"/>
Configure Profile	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Activity Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dashboard Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explore Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Close Next Save

User rights:

Right	Allow	Deny
Explore Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Audit Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Exporting/Saving	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Audit Export/Save	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Importing/Attaching	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Audit Importing/Attaching	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Searching	<input checked="" type="checkbox"/>	<input type="checkbox"/>

User rights:

Right	Allow	Deny
- Searching	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Audit Searching	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Live Recall Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Audit Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Instant Recall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Live Monitor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reporting Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>

User rights:

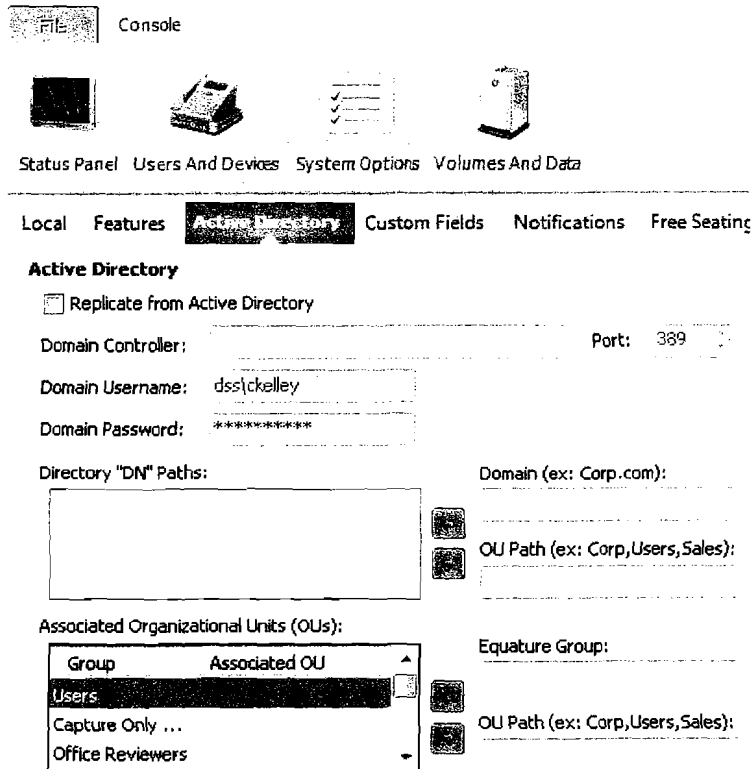
Right	Allow	Deny
- Live Monitor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reporting Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scenario Search Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Audit Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Speech Configuration Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Audit Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.2.11.2. **understood and comply** – Supported

3.2.11.3. **understood and comply** – Supported

3.2.11.4. **understood and comply** – Supported

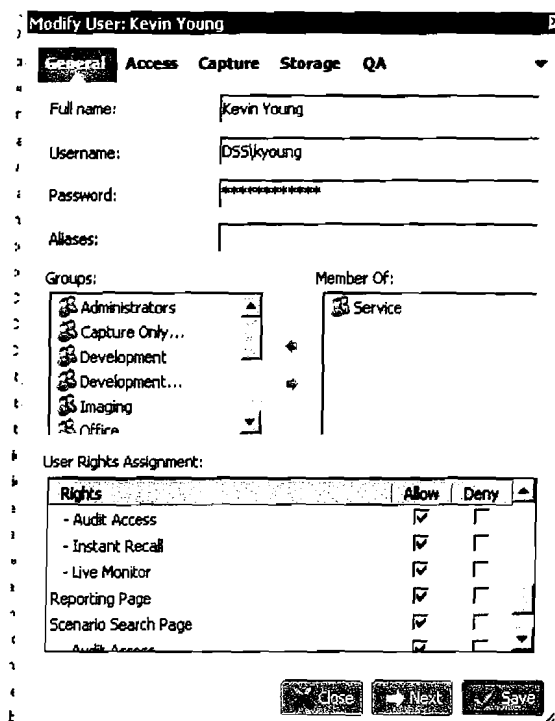
3.2.11.5. **understood and comply** – Equature® is LDAP compliant and supports Active Directory so users can use their Windows user names and passwords. You can limit users to data recorded on the system as well as application screens. Thus if you want to limit access for Dispatchers to just Live Recall then you can do that. The permission in Equature® emulates Windows permissions to streamline access and reduce IT overhead / maintenance.



The screenshot shows the 'Active Directory' configuration window in the Equature console. The window title is 'Console' and it has a 'FILE' menu. The main menu includes 'Status Panel', 'Users And Devices', 'System Options', and 'Volumes And Data'. The 'Active Directory' sub-menu is selected, showing options for 'Local', 'Features', 'Active Directory', 'Custom Fields', 'Notifications', and 'Free Seating'. The 'Active Directory' section is expanded, showing the following configuration options:

- Replicate from Active Directory
- Domain Controller: [Text Field] Port: 389
- Domain Username: dss\ckelley
- Domain Password: [Masked Password Field]
- Directory "DN" Paths: [Text Field]
- Domain (ex: Corp.com): [Text Field]
- OU Path (ex: Corp,Users,Sales): [Text Field]
- Associated Organizational Units (OUs):
 

Group	Associated OU
Users	[Dropdown]
Capture Only ...	[Dropdown]
Office Reviewers	[Dropdown]
- Equature Group: [Text Field]
- OU Path (ex: Corp,Users,Sales): [Text Field]



**Modify User: Kevin Young**

**General** Access Capture Storage QA

Full name: Kevin Young

Username: DSSkyoung

Password: [REDACTED]

Aliases:

Groups: Administrators, Capture Only..., Development, Development..., Imaging, Office

Member Of: Service

User Rights Assignment:

Rights	Allow	Deny
- Audit Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Instant Recall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Live Monitor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reporting Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scenario Search Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Audit Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Close Next Save

3.2.11.6. **understood and comply** – Equature supports full encryption and the storage locations are NEVER exposed to the end users through network shares or any other insecure methods.

3.2.11.7. **understood and comply** – Equature utilizes our unique Digital DataPrint™ technology. This ensures that the recording data is secure and unaltered.

3.2.11.8. **understood and comply** – This is standard with Equature.

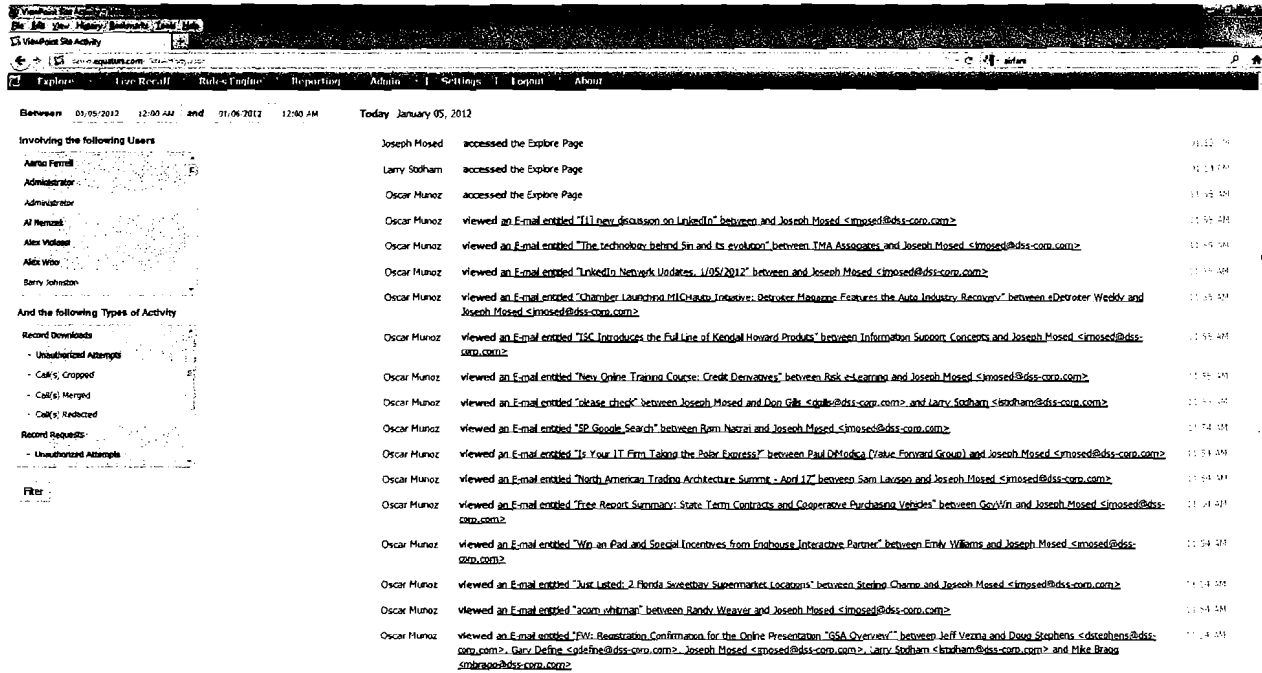
3.2.11.9. **understood and comply** – While this is supported in Equature, we highly recommend NOT archiving to dual removable media (DVD). They have proven to be unreliable, costly and difficult to use from an end user standpoint. We provide multiple hot-swap RAID internal hard drives as well as dual mirrored external drives. We also support uploading to a NAS/SAN, a disaster recovery site, additional drive space on your LAN/WAN, etc.

3.2.11.10. **understood and comply** – Alarms will trigger when drives are reaching a selected threshold.

3.2.11.11. **understood and comply** – We meet this requirement. We also monitor your system in real-time and will see any impending issues and can be proactive and address them before they become an issue.

3.2.11.12. **understood and comply** – Yes Equature has its own internal monitoring and diagnostic software that will trigger local visual and audible alarms. These will also display at the desktop level for those configured for this feature.

3.2.11.13. **understood and comply** – Equature contains an exhaustive audit log that tracks all user activity including who logged in, when, what they looked at and what files they played.



Between	01/05/2012 12:00 AM	and	01/06/2012 12:00 AM	Today January 05, 2012
Involving the following Users	Joseph Mased	accessed the Explore Page		11:22 AM
Aarna Ferrill	Larry Sotham	accessed the Explore Page		11:21 AM
Administrator	Oscar Munoz	accessed the Explore Page		11:18 AM
Administrator	Oscar Munoz	viewed an Email entitled "11 New Reason on LinkedIn" between and Joseph Mased <jmased@dss-corp.com>		11:18 AM
Al Hernandez	Oscar Munoz	viewed an Email entitled "The technology behind Siri and its evolution" between TMA Associates and Joseph Mased <jmased@dss-corp.com>		11:18 AM
Alex Vidale	Oscar Munoz	viewed an Email entitled "LinkedIn Network Updates: 1/05/2012" between and Joseph Mased <jmased@dss-corp.com>		11:18 AM
Alex Woo	Oscar Munoz	viewed an Email entitled "Chrysler Launches MyCar: Innovative Desktop Message Features the Auto Industry Revolve" between Detroit Weekly and Joseph Mased <jmased@dss-corp.com>		11:18 AM
Barry Johnston	Oscar Munoz	viewed an Email entitled "J&J Introduces the Full Line of Kendall Howard Products" between Information Support Concepts and Joseph Mased <jmased@dss-corp.com>		11:18 AM
And the following Types of Activity	Oscar Munoz	viewed an Email entitled "They Online Training Course: Credit Derivatives" between Risk Learning and Joseph Mased <jmased@dss-corp.com>		11:18 AM
Record Downloads	Oscar Munoz	viewed an Email entitled "lease check" between Joseph Mased and Don Gill <dgill@dss-corp.com> and Larry Sotham <lsotham@dss-corp.com>		11:18 AM
- Unauthorized Attempts	Oscar Munoz	viewed an Email entitled "SP Google Search" between Rom Nasrai and Joseph Mased <jmased@dss-corp.com>		11:18 AM
- Call(s) Cropped	Oscar Munoz	viewed an Email entitled "Is Your IT Firm Taking the Polar Express?" between Paul D'Monica (Value Forward Group) and Joseph Mased <jmased@dss-corp.com>		11:18 AM
- Call(s) Merged	Oscar Munoz	viewed an Email entitled "North American Trading Architecture Summit - April 17" between Sam Lawson and Joseph Mased <jmased@dss-corp.com>		11:18 AM
- Call(s) Redirected	Oscar Munoz	viewed an Email entitled "Free Report Summary: State Term Contracts and Cooperative Purchasing Vehicles" between GovWin and Joseph Mased <jmased@dss-corp.com>		11:18 AM
Record Requests	Oscar Munoz	viewed an Email entitled "Win an iPad and Social Incentives from Endhouse Interactive Partner" between Emily Williams and Joseph Mased <jmased@dss-corp.com>		11:18 AM
- Unauthorized Attempts	Oscar Munoz	viewed an Email entitled "Just Listed: 2 Florida Sweetbay Supermarket Locations" between Sterling Chamo and Joseph Mased <jmased@dss-corp.com>		11:18 AM
Filter	Oscar Munoz	viewed an Email entitled "acom whtman" between Randy Weaver and Joseph Mased <jmased@dss-corp.com>		11:18 AM
	Oscar Munoz	viewed an Email entitled "FW: Registration Confirmation for the Online Presentation "GSA Overview"" between Jeff Verma and Doug Sothens <dsothens@dss-corp.com>, Gary DeFino <gdefino@dss-corp.com>, Joseph Mased <jmased@dss-corp.com>, Larry Sotham <lsotham@dss-corp.com> and Mike Raag <mraag@dss-corp.com>		11:18 AM

3.2.11.14. **understood and comply** – Equature has a “Retention lock” that allows files to be placed outside of any retention policy.

**Verify DataPrint**

**Retention locked:**

**From:** [8472944744];

**To:** Pete Krohta [2281];

**Start:** 06/01/2012 04:14:37 PM

**End:** 06/01/2012 04:15:15 PM

**Duration:** 00:00:38

---

**Tags:**

3.2.11.15. **understood and comply** – This is standard in Equature.

3.2.11.16. **understood and comply** – Equature supports this feature.



The screenshot displays the Equature Pulse2 interface. On the left is a 'Message Grid' with columns for Time, Duration, Notes, #, Destination, Adt, and Source Address. The grid lists messages from May 18, 2012, with various durations and source addresses. A 'Robbery' note is visible in the second row. On the right is a 'Message Details' pane for a message received on May 21, 2012, from Larry Sidham. The details include a 'Retention locked' warning, sender information (Dawn Blaharet), and message metadata (To: [17147415704], Start: 05/18/2012 05:40:06 PM, End: 05/18/2012 05:41:13 PM, Duration: 00:01:07). Below the details is a 'Notes' section with the text 'Notes Robbery' and a thumbnail of a document.

Time	Duration	Notes	#	Destination	Adt	Source Address
05/18/2012 05:42:29	00:00:49		95	(262) 363-6950	2288	
05/18/2012 05:41:48	00:00:32		95	(608) 825-1124	2288	
05/18/2012 05:40:06	00:01:07	Robbery	95	(714) 741-8704	2288	
05/18/2012 05:39:21	00:00:30		96	(507) 304-4860	2288	
05/18/2012 05:38:36	00:00:26		95	(330) 971-8346	2288	
05/18/2012 05:37:55	00:00:28		95	(610) 344-5043	2288	
05/18/2012 05:36:04	00:00:55		95	(559) 665-8600	2288	
05/18/2012 05:35:14	00:00:39		95	(414) 858-2679	2288	
05/18/2012 05:34:20	00:00:34		95	(262) 363-6950	2288	
05/18/2012 05:33:31	00:00:32		95	(608) 825-1124	2288	
05/18/2012 04:58:47	00:00:18		95	2286	2242	
05/18/2012 04:54:42	00:00:26		95	(941) 861-5570	2262	
05/18/2012 04:30:10	00:00:19		95	(850) 983-1100	2262	
05/18/2012 04:27:32	00:02:12		95	2286	2233	
05/18/2012 04:26:32	00:01:01		95	(517) 371-2223	2246	
05/18/2012 04:16:17	00:00:18		95	2286	(248) 376-9678	
05/18/2012 04:13:53	00:00:39		95	(248) 579-4786	2286	
05/18/2012 04:13:22	00:02:40		95	(904) 824-8304	2262	
05/18/2012 04:11:03	00:00:24		95	(386) 756-7400	2262	
05/18/2012 04:09:40	00:01:20		95	(386) 756-7400	2262	
05/18/2012 04:08:41	00:00:47		95	(386) 756-7400	2262	
05/18/2012 04:08:10	00:00:07		95	(386) 506-5960	2262	
05/18/2012 04:07:36	00:00:16		95	(386) 506-5960	2262	
05/18/2012 04:05:07	00:00:47		95	(407) 560-1977	2262	
05/18/2012 03:51:31	00:01:47		99	(863) 534-5632	2262	
05/18/2012 03:49:28	00:00:07		95	5555	2262	
05/18/2012 03:47:46	00:01:41		95	5555	2262	

3.2.11.17. **understood and comply** – Equature “Pulse2” provides this feature and comes as part of the Equature system.

### 3.2.12. User Training

3.2.12.1.1. **understood and comply** – Training outline is included in section “Delivery, Installation and Training”

3.2.12.1.2. **understood and comply** – On site training will be provided.

3.2.12.1.3. **understood and comply** – Agreed

3.2.12.1.3.1. **understood and comply** – Agreed

3.2.12.1.3.2. **understood and comply** – A commonly used feature guide will be provided to all users.

3.2.12.1.4. **understood and comply** – Equature University will be available to Boone County which will provide online training, electronic manuals, a knowledge based, comments section, etc. This will be provided free of charge.

### 3.2.13. Optional – Computer Aided Dispatch ( CAD) Interface

3.2.13.1. **understood and comply** – Equature can interface to any CAD system. DSS Corporation has developed a means to capture user selected data fields without the need for a custom



developed interface. We can capture fields like Incident number, call type, CAD notes, etc. and populate them into the Equature database and make those fields searchable and reportable.

3.2.13.2. **understood and comply** – Equature supports this feature.

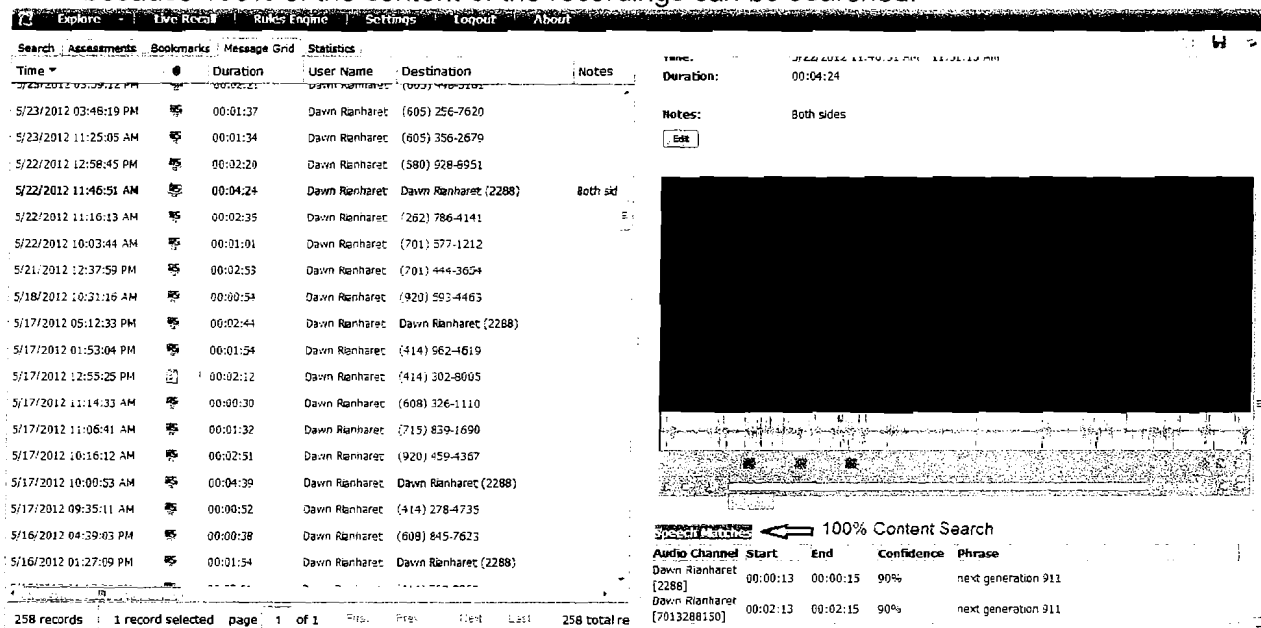
3.2.13.3. **understood and comply** – Equature supports screen recording of any screen including CAD.

3.2.13.4. **understood and comply** – Equature can capture CAD incident data and populate it into the Equature database and that information can be used for searching and reporting.

### 3.2.14. Optional – Speech and Data Analytics

#### 3.2.14.1. understood and comply

3.2.14.1.1. **understood and comply** – Speech searches can be configured by the user based on any word or phrase spoken during the call. It is called 100% Content Search in Equature because 100% of the content of the recordings can be searched!



The screenshot shows the Equature interface with a call log table and a search results window. The call log table has columns for Time, Duration, User Name, Destination, and Notes. The search results window shows a table for 100% Content Search with columns for Audio Channel, Start, End, Confidence, and Phrase.

Time	Duration	User Name	Destination	Notes
5/23/2012 03:46:19 PM	00:01:37	Dawn Rianharet	(605) 256-7620	
5/23/2012 11:25:05 AM	00:01:34	Dawn Rianharet	(605) 356-2679	
5/22/2012 12:58:45 PM	00:02:20	Dawn Rianharet	(580) 928-6951	
5/22/2012 11:46:51 AM	00:04:24	Dawn Rianharet	Dawn Rianharet (2288)	Both sid
5/22/2012 11:16:13 AM	00:02:35	Dawn Rianharet	(262) 786-4141	
5/22/2012 10:03:44 AM	00:01:01	Dawn Rianharet	(701) 577-1212	
5/21/2012 12:37:59 PM	00:02:53	Dawn Rianharet	(701) 444-3654	
5/18/2012 10:31:16 AM	00:00:54	Dawn Rianharet	(920) 593-4463	
5/17/2012 05:12:33 PM	00:02:44	Dawn Rianharet	Dawn Rianharet (2288)	
5/17/2012 01:53:04 PM	00:01:54	Dawn Rianharet	(414) 962-4619	
5/17/2012 12:55:25 PM	00:02:12	Dawn Rianharet	(414) 302-8005	
5/17/2012 11:14:33 AM	00:00:30	Dawn Rianharet	(608) 326-1110	
5/17/2012 11:06:41 AM	00:01:32	Dawn Rianharet	(715) 839-1690	
5/17/2012 10:16:12 AM	00:02:51	Dawn Rianharet	(920) 459-4367	
5/17/2012 10:00:53 AM	00:04:39	Dawn Rianharet	Dawn Rianharet (2288)	
5/17/2012 09:35:11 AM	00:00:52	Dawn Rianharet	(414) 278-4735	
5/16/2012 04:39:03 PM	00:00:38	Dawn Rianharet	(608) 845-7623	
5/16/2012 01:27:09 PM	00:01:54	Dawn Rianharet	Dawn Rianharet (2288)	

Audio Channel	Start	End	Confidence	Phrase
Dawn Rianharet [2288]	00:00:13	00:00:15	90%	next generation 911
Dawn Rianharet [7013288150]	00:02:13	00:02:15	90%	next generation 911

3.2.14.1.2. **understood and comply** – Equature utilizes a phonetic search engine which allows for greater flexibility and accuracy in searching than in word spotting systems.

3.2.14.1.3. **understood and comply** – Equature can automatically categorize calls based on speech/data.

3.2.14.1.4. **understood and comply** – This is a big benefit in Equature. You can have specific calls tagged for quality assurance based on certain words or phrases that we or were not spoken in a call.

### 3.2.15. Optional – Quality Assurance/Evaluation Module

3.2.15.1. **understood and comply** – Equature provides a full function, high level quality assurance module that is customizable to meet the centers growing needs. You can assign user rights to anyone you wish including third-party remote users to access and perform quality assessments.

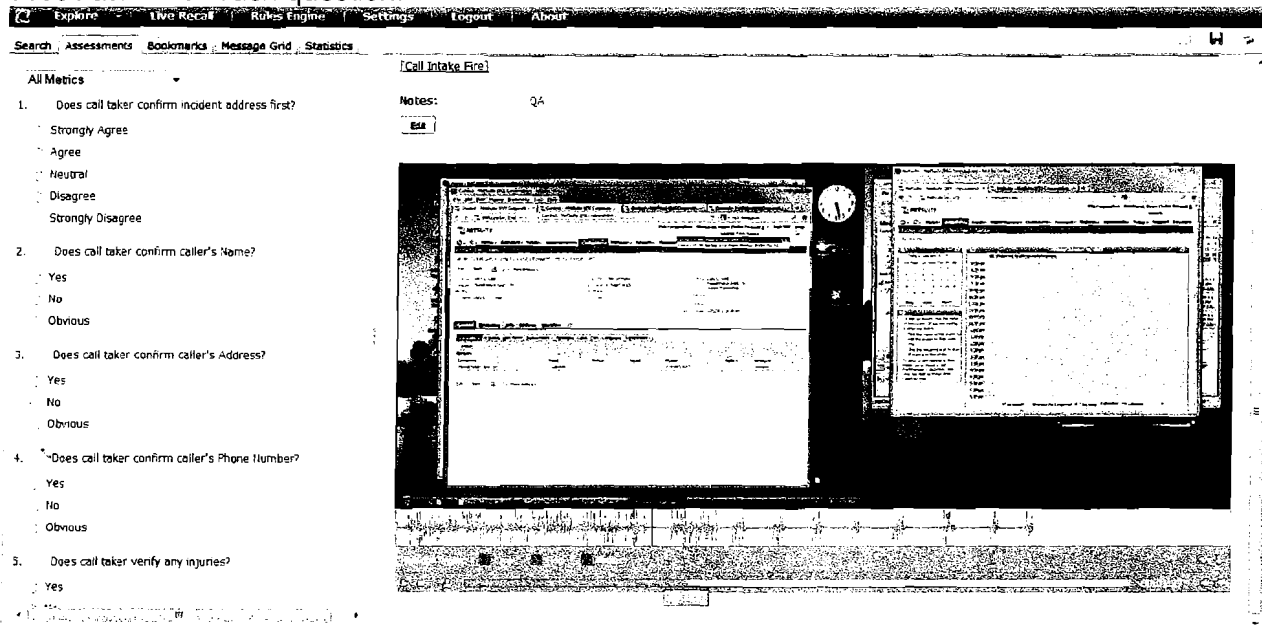
3.2.15.2. **understood and comply** – All forms are customizable, objective and impartial.

3.2.15.3. **understood and comply** – All forms can be created, customized and edited to cover all the agencies needs and can evaluate the call and screens as well as text messages, emails, video, etc., any call type can be evaluated in Equature.

#### 3.2.15.4. **understood and comply**

- 3.2.15.4.1. **understood and comply** – Yes
- 3.2.15.4.2 **understood and comply** – Yes
- 3.2.15.4.3 **understood and comply** – Yes
- 3.2.15.4.4 **understood and comply** – Yes
- 3.2.15.4.5 **understood and comply** – Yes
- 3.2.15.4.6 **understood and comply** – Yes
- 3.2.15.4.7 **understood and comply** – Yes

3.2.15.5. **understood and comply** – You can control the audio playback, the screen recording playback (if screen was recorded) and the evaluation form all on the same screen. Once you answer a question, a new question is automatically delivered to you. You can type in notes associated with each question.



3.2.15.6. **understood and comply** – The call that was assessed is linked to the assessment form.

Categories	Score	Out of	Total
<u>Location</u>	100	100	100%
<u>Policies and Procedures</u>	45	81	56%
<u>Etiquette</u>	27	27	100%
<u>CAD Entry</u>	17	17	100%
<b>Total</b>	<b>189</b>	<b>225</b>	<b>84%</b>

Question	Score
1. Does call taker confirm incident address first?	100/100
- Yes	
2. Does call taker confirm caller's Name?	9/9
- Yes	
3. Does call taker confirm caller's Address?	9/9
- Yes	
4. Does call taker confirm caller's Phone Number?	9/9
- Yes	
5. Does call taker verify any injuries?	9/9
- Yes	
6. Does call taker confirm Circumst/Vehicle Information?	9/9

3.2.15.7. **understood and comply** – Both scenarios are available in Equature.

3.2.15.8. **understood and comply** – This feature is standard in Equature.

### 3.2.16. **Optional – Shared System Capabilities**

3.2.16.1. **understood and comply** – Equature was designed specifically to support either an individual agency, or multiple agencies on the same platform. The advantages of multiple agencies sharing a logger are multiple, but fall into 3 categories:

- Cost per agency is lower because hardware is shared
- Redundancy can be offered at lower cost for the same reason
- Local maintenance can be handled for many agencies by a single small, well-trained staff

NG9-1-1 Logging Service functionality can be separated into 4 conceptual areas:

1. Media recording – audio, video and textual media.
2. Event logging – receiving and storing LogEvents from all NG9-1-1 elements (see NENA 08-003 v2).
3. Retrieval and playback – includes retrieval of all event and media data, and control of playback for audio/video media.
4. Security – includes all aspects of security, including Authentication, Authorization and Access Control, and Audit Logging for those activities.

As such, all of those functional areas must be “compartmentalized” from the viewpoint of each Agency. Equature supports this. But there are other areas, some specific to the “sensitive legal records” nature of logger data, that *must* also be compartmentalized, and Equature was designed to support these as well. We should note that some of these features are still under development, but that what is being done is just to extend the “hosted solution” capabilities that were designed into Equature from the beginning. General sharing functionality includes:

- Allow each Agency to have its own policies including security policies.
- Allow each Agency to control who has access to configuration data specific to that Agency.
- Not allow the provisioning of one Agency to affect the provisioning of another Agency.

In addition, Equature was designed to support the following features that are more specific to the sensitive role of a logger:

1. All i3-conformant elements must support single-sign-on and role-based authorizations. Equature also supports defining data access rights by group. This is critical – each Agency is a group, with their own users, roles and permissions.



2. The general requirement to “Allow each Agency to control who has access to configuration data specific to that Agency” is supported for all those features that are user and/or group specific.
3. Equature also supports Organizational Units (OUs) – for managing users and groups rather than for defining their roles and permissions.
4. Equature’s user management functions support the kind of user, group and role hierarchy required to support the role-based authorization specified in NENA 08-003 (and in the upcoming version 2 of that document, to be published as NENA STA-008).
5. Equature uses a virtual access layer that hides the physical location of data, ensuring that personnel can’t get to some other Agency’s (or Group’s) data in any way.
6. Each Agency has its own complete set of Agency-specific configuration parameters.
7. Configuration parameters that are not Agency-specific, and which will be managed by a system-level administrator are ones that don’t change often – usually set at installation time and rarely changed, if ever.
8. Service State and Element State changes (see 08-003 and STA-008) would typically affect all Agencies. For example, if Equature was taken down for maintenance, that be a change in both states, and generate notifications to all Agencies that are sharing that server. This is a critical feature, and any shared system must support it in order for it to be practical and usable.
9. Equature has a built in “Audit Trail” that tracks what users touch what data, and what they do with it (like producing copies). In a shared system, an Agency Administrator can see only their own Audit Trail events: type of access or change, the parameter or data accessed, the username, and the date/time of the access or change.
10. An Agency must be able to set retention on their own logged data – events and media. Events that originated at an Agency will always contain the Agency Identifier (in the header of the event). Media is identifiable as belonging to an Agency if the voice, video, or text “call” was answered by that Agency.
11. If logged data (media/events/metadata) will be moved during its lifetime (e.g. to long term storage), Viewpoint can always retrieve from the correct current location, and all data access restrictions must apply just as they did on the data when it was at the original location. The virtual access layer of Equature is an abstraction layer that supports retrieval from the current location (tracked in Equature’s database). transparent to the user.
12. NENA 08-003 version 2 (to be published as STA-008) requires elements that send LogEvents and/or Media to be able to *send them simultaneously to at least two loggers*. This allows a very simple redundancy scheme where the logger doesn’t have to do anything special in a failover scenario. When a second logger provides redundancy, there are some additional requirements:
  - a. Either logger of the pair is able to receive siprec media/metadata from any Session Recording Client (SRC) in the system.
  - b. A synchronization function that will ensure that media which is missed while a logger is down gets recovered when the logger comes back up. This is currently in the development plan.
13. Equature also supports receiving LogEvents from a “LogEvent Replicator” that accepts LogEvents and replicates them to multiple destinations – defined in version 2 of 08-003 (now STA-008).

**3.2.16.2. understood and comply** – Security policies and access rights are managed per group, user and/or role. The system Administrator creates a group for each Agency – this should be done in the domain directory. Then assign users to that Agency and Roles to those users. Defining them in the domain directory is to support single-sign-on. In Equature, you define only Equature-specific policies and access rights. The UI is similar to Active Directory and other X.500 directory systems, and therefore intuitive to Administrators. Each Agency owns their own devices – positions, admin phones, etc., and the

events and media of all “calls” that originated or terminated at them. The physical location of the data is hidden from Agencies by the virtual abstraction layer.

**3.2.16.3. understood and comply** – Configuration data is managed identically to the event and media data as described above. An Agency is only presented with parameters that apply only to their users, groups, OUs, devices, etc.

**3.2.16.4. understood and comply** – The Audit Trail is a standard feature of Equature that tracks access to data by personnel, and keeps a record of what they do with it. The Audit Trail is tied to the user, group and role like other Equature features, so an Agency will only see events for their data. Access to Audit Trail data is controlled by permissions assigned by an authorized Administrator.

**3.2.16.5. understood and comply** – An Agency must be able to set retention on their own logged data – events and media. Events that originated at an Agency will always contain the Agency Identifier (in the header of the event). Media is identifiable as belonging to an Agency if the voice, video, or text “call” was answered by that Agency, and retention for that data is controlled by that Agency. The “Lock Retention” choice is simply clicked by the authorized user, and the data will be retained until the lock is removed.

**3.2.16.6. understood and comply** – Equature uses a virtual access layer that hides the physical location of data, ensuring that personnel can’t get to some other Agency’s (or Group’s) data in any way. Only a top-level system Administrator has access to physical storage. All search and retrieval access is through the virtual abstraction layer.

**3.2.16.7. understood and comply** – Please see “Pricing” section.

### **3.2.17. Optional – Future Next Generation 9-1-1 (NG9-1-1) Requirements**

**3.2.17.1. understood and comply** – Equature was conformant to 08-003 v1, and is now conformant to v2, which is now near the Public Review phase. Note that v2 will actually be published as NENA STA-008 – NENA has changed its numbering scheme.

**3.2.17.2. understood and comply** – DSS is one of only two logging vendors that has participated in every ICE event. DSS’s CTO served as chair of ICE 8, the 2013 event that tested i3 logging and recording, and is also the primary author of the i3 Logging Service section.

**3.2.17.3. understood and comply** – Equature implements the entire LogEvent schema per i3 v2. The exceptions are for things that don’t quite exist yet, like the EIDD schema, the draft of which is still changing. DSS’s CTO is on the APCO/NENA group making those changes, and serves as an APCO working group co-chair, and a NENA committee co-chair in related NG9-1-1 PSAP work. NENA is currently producing other v2 schemas, and DSS is involved in reviewing them, and will implement and test them before they are released with v2 (STA-008).

**3.2.17.4. understood and comply** – The “siprec” protocol nearing publication in the IETF is the specified protocol for recording all SIP traffic per v2 (STA-008). Equature supports it, and has tested it with other major vendors’ systems. The siprec protocol was designed specifically for recording SIP traffic via an “active” method where a Session Recording Client (SRC) duplicates media to the recorder, and includes the NENA Call and Incident Tracking Identifiers in the SIP messaging with the recorder.

Elements that are required to implement SRC functionality include the BCF, Bridge, LNG/LPG, and Call Handling. Equature has been tested with other vendor implementations of each.

**3.2.17.5. understood and comply** – A single Equature server can record 225 simultaneous G.711 SIP voice calls.

**3.2.17.6. understood and comply** – Equature supports G.711 audio (64 kbps) as required by i3. The system comes with mirrored 1TB drives, which will store approximately 36,000 channel hours of G.711 audio. Equature also supports GSM (13.3 kbps). You would get almost five times as much GSM audio (180,000 channel hours) compared to G.711. Equature supports other common codecs, but recommends GSM for quality/size ratio. Whether to compress is the County's choice.

**3.2.17.7. understood and comply** – Please see "Pricing" section.



### **3. SCOPE OF SERVICES**

#### **3.1. Background:**

Boone County, Missouri, (County) intends to procure a digital multimedia logging recorder system with optional add-ons (e.g., Quality Assurance [QA], Computer Aided Dispatch [CAD] integration, Analytics, and Shared Services). The system shall include the ability to capture and archive telephone, multimedia and radio communications. The County understands that this is a complex undertaking and seeks Respondents that are capable of providing a cost-effective and scalable system.

The County desires to procure and install a system that addresses the immediate needs at the County's Public Safety Joint Communications (PSJC) Department and also provides inherent flexibility for future expansion and relocation to the new Boone County Emergency Operations Center (EOC) /Public Safety Answering Point (PSAP) facility in late 2015. Respondents shall provide necessary services for installation of the new equipment, and removal of decommissioned logging recorder equipment at Boone County's PSJC at 17 N. 7th Street, Columbia, MO.

#### **3.2. Scope of Services:**

The digital multimedia logging recorder system shall include at a minimum the below listed features. Respondents shall identify whether the proposed system complies with each requirement and explain the compliance in a narrative. In order to demonstrate total system knowledge and an understanding of requirements, Respondents shall submit a bid package. This package shall include a paragraph-by-paragraph response for all sections. The responses are limited to: understood and comply, clarification, or exception.

Respondents are required to have been in the business at least two (2) years and must provide five (5) references from clients whose systems were installed within the past five (5) years.

##### **3.2.1. System Design and Architecture**

- 3.2.1.1. The proposed system shall be of open architecture; all hardware parts, assemblies, and components contained in the recorder must be non-proprietary, available commercially off the shelf (COTS) from major manufacturers. (Provide a list of all recorder components.)
- 3.2.1.2. The proposed system shall employ a fully-redundant hard disk drive (HDD) using a Redundant Array of Independent Disks (RAID) or equivalent capability. Respondents shall describe in detail how redundancy is achieved, including the level of RAID proposed (or other method).
- 3.2.1.3. The proposed system shall contain "hot-swappable" hard disk drives with at least one spare hot-swappable drive included.

- 3.2.1.4. The proposed system shall support between 100 to 130 channels<sup>1</sup> capable of logging a combination of analog and digital communications, multimedia data (i.e., text, pictures, video), TTY Baudot, American *Standard Code for Information Interchange* (ASCII), data associated with Radio over Internet Protocol (RoIP) and i3 formats (when standardized by NENA). While the desire is for logging to be contained within a single chassis, the County also wishes to ensure recordings are not lost at the existing center or the new center when that transition occurs. As such the respondent shall describe how they will ensure the integrity of logging at both locations, while meeting the desire of a single chassis solution at the new facility.
- 3.2.1.5. The proposed system shall be capable of simultaneous recording on multiple channels and shall monitor/playback on an unlimited number of remote workstations without loss of data or deterioration to the rest of the system processes.
- 3.2.1.6. The proposed system shall support conventional APCO Project 25 (P25) radio systems, recording Base Station Traffic on an Open Systems Interconnection (OSI) Layer 3 level P25 Common Air Interface (CAI) recording of channel, radio identification (ID), and emergency alert information. Respondent shall describe the capability to log Motorola Data Communications (MDC) 1200 data.
- 3.2.1.7. The proposed system shall utilize a non-proprietary, Open Database Connectivity (ODBC)-compliant database for centralized management of all recorded communications.
- 3.2.1.8. The proposed system shall protect original loggings and recordings and provide verifiable digital watermarking.
- 3.2.1.9. The proposed system shall support Network Time Protocol (NTP) and keep track of time and date, even when there is no recording taking place. It shall provide automatic compensation for daylight saving time.
- 3.2.1.10. The proposed system shall be able to run on a variety of mission-critical enterprise servers, configurable with multiple degrees of redundancy, up to a completely redundant configuration with no single point of failure.
- 3.2.1.11. The proposed system shall support on-line monitoring locally via maintenance and administration terminals, as well as a Web-based interface.
- 3.2.1.12. The proposed system shall meet an uptime of 99.999 percent or better. Respondents must describe any scheduled maintenance or upgrades that would require the proposed system to be taken out of service. Respondents must describe how service packs, security patches, and other software updates are applied to prevent downtime
- 3.2.1.13. The proposed system shall be configured into a fully redundant design and be certified to Part 15, Subpart "J" and, as applicable, Part 68 of the Federal Communications Commission (FCC) rules for Class "A" computing devices.
- 3.2.1.14. The proposed system shall be able to operate in ambient temperatures ranging between 40° F and 95° F, with relative humidity ranging from 10 percent to 95 percent.

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<sup>1</sup> For the purpose of this RFP the term "channel" shall include individual communications sessions for IP recording



- 3.2.1.15. The proposed system shall have all termination points, jacks, patch panels, and cables labeled. Labeling schemes shall be approved by PSJC staff prior to installation.
- 3.2.1.16. The proposed system will be powered through a County-provided uninterruptible power supply (UPS). Respondents shall provide detailed estimates of the kilovolt-ampere (kVA) load.
- 3.2.1.17. The proposed system shall support recording and playback of interim Short Message Service (SMS) text-to-9-1-1 as described in J-STD-110, Joint ATIS/TIA Native SMS to 9-1-1 Requirements and Architecture Specification.
- 3.2.1.18. The proposed system shall provide complete integration with the automatic number identification/automatic location information (ANI/ALI) controller that provides service to PSJC and be capable of recording the ANI/ALI associated with the 9-1-1 call.
- 3.2.1.19. The proposed system shall support screen capture.

### **3.2.2. Installation, Warranty and Repair**

- 3.2.2.1. The proposed system shall include a maintenance program that incorporates software updates and upgrades at no additional charge, with pricing shown for annual payments for five (5) years after the warranty period expiration.
- 3.2.2.2. The proposed system's equipment shall be warranted for a period of one (1) year from the date of acceptance for operation (substantial completion) by the County or County's Representatives. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any equipment should fail during the warranty period, it shall be replaced and the proposed system restored to service at no expense to the Owner.
- 3.2.2.3. The successful Respondent shall deliver to the Owner or Owner's Representatives, prior to final acceptance for operation of any item of equipment, the manufacturer's written warranty as outlined above. The manufacturer's warranty period shall run concurrently with the Owner's warranty. The successful Respondent shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for the equipment specified. Manufacturer equipment warranties shall be transferred to the Owner.
- 3.2.2.4. The manufacturer of the proposed logging recorder system shall support the system, and maintain complete stock of all repair components for the system, for a period of not less than six (6) years after initial delivery. These parts shall be available for same-day shipment, on an expedited basis, 24 hours a day, 365 days a year, including weekends and holidays. The successful Respondent shall provide a letter from the manufacturer in writing that details this requirement and condition as part of the award of the contract.
- 3.2.2.5. Respondents shall describe their remote support and on-site support plan including cost of each. It is expected that support will be provided 24 hours per day, 7 days per week. Pricing options shall be provided for on-site support with response time maximums of 2 and 4 hours.

3.2.2.6. Respondents shall provide a cost estimate to relocate the installed system to the new Boone County PSJC during fourth quarter of 2015. The move to the new facility will require logging and recording to be active at both the old and new PSAP for an as yet to be defined period of transition.

3.2.2.7. The successful Respondent shall provide the County with an Acceptance Test Plan that aligns with and meets all agreed upon system specifications.

### 3.2.3. **Display**

3.2.3.1. The proposed system shall provide graphical representation (heat maps or similar format) of user-selected recordings in blocks, for rapid insight into call volumes and types of calls being handled by various personnel. Heat maps shall be customizable and interactive to allow for filtering and drilling into layers of data.

3.2.3.2. The proposed system shall allow users to select specific reports (and their format) to be automatically presented on the homepage upon login.

### 3.2.4. **Web-based Interface**

3.2.4.1. The proposed system shall provide a secure Web-based interface to allow for access to user functions such as search and playback of calls, quality evaluations, and system administration functions.

3.2.4.2. The proposed system's Web-based interface shall enable each authorized user to customize and personalize their own homepage with reports, shortcuts and personalized "to-do" lists to quickly access information that meets their specific needs. For improved efficiency and convenience, personalization also can be done centrally and then "pushed out" to other employees.

3.2.4.3. The proposed system shall offer remote Web access to authorized users via a secure virtual private network (VPN) connection. The proposed system shall log all user activities within the system into an audit log that is searchable and presentable in a report.

### 3.2.5. **Storage and Archiving**

3.2.5.1. The proposed system shall provide storage sufficient to retain all recording for one (1) year plus 25 % growth. Respondent shall describe the:

3.2.5.1.1. Maximum number of 9-1-1 lines, 10-digit phone lines, and radio channels the unit can support

3.2.5.1.2. Methods by which recordings and data can be exported, including accepted file formats

3.2.5.1.3. Maximum number of simultaneous recorders supported

3.2.5.1.4. The codecs used to compress audio prior to storage and the associated bit rate

3.2.5.1.5. Multimedia formats that are available and the impact each would have on recording capability, including how many hours of H.264 video the proposed system can store

3.2.5.1.6. Data recall functionality and how data is presented and correlated to individual communications sessions

- 3.2.5.2. The proposed system shall allow for playback off the current recording media without interruption of the recording process, regardless of the system's mode of operation.
- 3.2.5.3. The proposed system shall allow for automated storage of different types of recordings for different periods of time, based on a pre-defined set of call attributes or other user-defined parameters
- 3.2.5.4. The proposed system shall be capable of archiving independently—on standard, non-proprietary Local Area Network (LAN) attached storage devices—for instant access and transfer onto removable media (such as DVD) for long-term storage.

### 3.2.6. Reporting

- 3.2.6.1. The proposed system shall provide a standard reporting package at no extra charge with built-in, predefined and customizable reports, including summaries per channel, per archive media, and system configuration summaries.
- 3.2.6.2. The proposed system shall allow the administrator to schedule reports for automated runs and delivery by email to selected users.
- 3.2.6.3. The proposed system shall be able to recommend which reports are suitable for scheduled runs during off-peak hours based on the size of these reports, in order to conserve system resources.
- 3.2.6.4. The proposed system shall be able to present a report that shows all scheduled report runs and their status.
- 3.2.6.5. The proposed system shall provide an interface for custom, ad-hoc reporting, both tabular and graphical, with links directly to playback of recordings.
- 3.2.6.6. The standard reporting package must include real-time notifications of abnormal call statistics or events (i.e., events that occur beyond a user-defined threshold).
- 3.2.6.7. The proposed system shall provide a graphical report that displays and organizes flagged recordings according to their type, as determined by the color and shape of a flag. The types and selection of graphical flags must be customizable.
  - 3.2.6.7.1. This graphical report must provide immediate access to recordings for playback right from the report, simply by clicking on any recording that is presented in the report.
- 3.2.6.8. The proposed system's performance shall not be affected or interrupted when performing queries or running reports.

### 3.2.7. Search and Playback

- 3.2.7.1. The proposed system shall be capable of continuous logging and recording on all channels during replay. The replay function must not affect the recording performance.
- 3.2.7.2. The proposed system shall allow users to display the search-and-playback interface right after login, with no additional system navigation required.

- 3.2.7.3. The proposed system shall require a secure login to access logging data and playback recordings.
- 3.2.7.4. The proposed system shall allow search and playback from an unlimited number of remote workstations.
  - 3.2.7.4.1. Each workstation shall playback events with running elapsed time and recorded time indicators, and display information via a user friendly graphical timeline view
  - 3.2.7.4.2. It must be possible to easily select single or multiple calls for playback in a media player window
- 3.2.7.5. The proposed system shall provide a geographical map view of all selected recordings, based on their location information.
- 3.2.7.6. The proposed system shall have the capability to select only a section of a call (or call group) for repeated loop playback, via simple drag-and-drop interface.
- 3.2.7.7. The proposed system shall allow the user to selectively mute individual recordings during multi-call / multi-channel playback of overlapping recordings.
- 3.2.7.8. The proposed system shall depict the incident events graphically along the media player's timeline, for one or more recordings played back in a group.
- 3.2.7.9. The proposed system's interface shall allow for the presentation and playback of multi-call incidents:
  - 3.2.7.9.1. In real-time, as they occurred, where some call recordings may overlap with others along the timeline and;
  - 3.2.7.9.2. In sequence, where the multiple calls are played back in a chain without overlapping and without playing silence between calls
- 3.2.7.10. The proposed system shall allow each user to define custom searches, label them with custom names and save them for future use associated with that user's login and password data; this capability automatically shall be available to the user upon login.
- 3.2.7.11. The proposed system shall allow saved searches to use a combination of fixed and variable parameters, where the system prompts for the variable(s) when such a custom search is run.
- 3.2.7.12. The proposed system shall allow each user to select a custom set of filters that are displayed with search results. These filters must be selectable from any data captured with recordings individually or in any combination (Boolean), and must support wild cards. Examples of logged event criteria include but are not limited to:
  - 3.2.7.12.1. Time
  - 3.2.7.12.2. Date
  - 3.2.7.12.3. Duration of Recorded Message
  - 3.2.7.12.4. Channel ID
  - 3.2.7.12.5. Position or Alias
  - 3.2.7.12.6. Condition Code (Incoming or Outgoing)

- 3.2.7.12.7. Dialed Number
- 3.2.7.12.8. Calling Number
- 3.2.7.12.9. Annotation (Comments added during call)
- 3.2.7.12.10. Caller ID
- 3.2.7.12.11. Automatic Number Identification (ANI) /  
Automatic Location Identification (ALI) Data
- 3.2.7.12.12. Telecommunicator ID
  
- 3.2.7.13. The proposed system shall allow the user to combine any number of search criteria elements into one search function, in order to provide a complex system-wide searching capability.
  
- 3.2.7.14. The proposed system shall include fast streaming media technology for high-speed access to recordings and playback within the media player.
  
- 3.2.7.15. The proposed system shall have an interface for importing and saving photos, videos and documents for correlation at various time points within specific recordings as additional types of evidence. The system must automatically track the date, time and user ID associated with each import.
  
- 3.2.7.16. The proposed system shall allow for activation of spoken time announcements, to be associated and exportable with specific recordings.
  
- 3.2.7.17. The proposed system shall allow authorized users to create and send email messages, with the desired recording either attached or provided as a link (authentication into the system must be required for starting playback).
  
- 3.2.7.18. The proposed system shall allow the user to password protect a recording when it is exported as a file.
  
- 3.2.7.19. The proposed system shall offer two options for emailing recordings as files.
  - 3.2.7.19.1. A combination of recorded call or multi-call interaction, along with a self-contained media player for both playback convenience and protection of the recordings from tampering
  - 3.2.7.19.2. Export of actual .wav files representing unaltered/uncompressed recordings
  
- 3.2.7.20. The proposed system shall permit the tagging of calls or groups of calls, even while the call is still in progress, from remote workstations with color flags, custom icons and alphanumeric information of unlimited length.
  - 3.2.7.20.1. Tagging of calls in progress must allow for marking recordings in progress for retention or deletion by authorized users, such as non-emergency call processing personnel in admin offices.
  
- 3.2.7.21. The proposed system shall allow the user to easily group and associate related recordings, as needed, either manually or via an automated process where recordings are organized into groups by a common parameter.

- 3.2.7.22. The proposed system shall allow the user to search via a query or series of queries (user-selected filters) to the central call database through a simple and secure browser-based interface, and allow for prompt retrieval of all calls that fit the specified criteria.
- 3.2.7.23. The proposed system shall have no requirement for downloading any proprietary application onto any employee's workstations in order for these users to have access to the recordings for playback, reporting, and other user functions of a recording system.

### 3.2.8. **Instant Recall and Live Monitoring**

- 3.2.8.1. The proposed system shall include an instant recall system, available within the browser-based interface, which will allow for custom configuration of the amount of recent recordings available for playback.
  - 3.2.8.1.1. It must be possible to configure the system to allow each telecommunicator to access only their own recordings or only the recordings associated with a specific workstation or position. Approved supervisors shall have instant access to all recordings
  - 3.2.8.1.2. The instant recall interface must include quick filters and sort options for any data presented with recordings.
- 3.2.8.2. The proposed system shall include access to live monitoring on the same screen (such as in a split-screen interface) for fast, convenient access to current and most recent calls.
- 3.2.8.3. The proposed system, regardless of whether it is a live monitor and/or instant recall interface, shall be able to show a graphical map of current activity on all channels.
  - 3.2.8.3.1. The interface must be able to show current channel activity in real-time by channel name, as well as by call taker or dispatcher being recorded.
- 3.2.8.4. The proposed system shall allow the user to start live monitoring of any call in progress directly from the graphical map of current channel or call taker/dispatcher activity.
- 3.2.8.5. It is desirable that the proposed system allow the user to access live monitoring via tablet pc.
- 3.2.8.6. The proposed system shall allow live monitoring of screen activity.

### 3.2.9. **Scenario Recreation**

- 3.2.9.1. The proposed system shall offer the ability to select and display an unlimited number of call recordings from an unlimited number of channels, for any applicable time period, associated with a single incident or event scenario.
  - 3.2.9.1.1. It shall be possible to have the recordings automatically grouped when tagged with the same Case ID via CAD integration (assumes CAD interface).
  - 3.2.9.1.2. Authorized users shall be able to filter the recording system's central database, based on the channels/audio points they know to be involved in the incident as well as the timeframe of the incident and other data.

- 3.2.9.1.3. It shall be possible to select and display events on all channels that are thought to be a part of the relative incident, including channels that had no activity.
- 3.2.9.1.4. It shall be possible to refine search results by clicking on graphical visualizations of recordings (i.e., heat maps).
- 3.2.9.1.5. Once all channels, extensions, or Call Taker IDs are selected, the system shall display all activity in a graphical and tabular format.

3.2.9.2. The proposed system shall include a graphical interface, which shall provide for visual identification of:

- 3.2.9.2.1. Channel recording activity
- 3.2.9.2.2. Event activity as applicable, e.g., the point of time of police dispatch
- 3.2.9.2.3. Any added elements of evidence related to the scenario, such as photos, videos, notations and documents

3.2.9.3. It shall be possible to review screen activity/screen capture of associated positions if those positions were configured for screen recording.

### **3.2.10. Integrated Redaction of Recordings**

3.2.10.1. The proposed system shall come with an embedded interface for redaction of audio or video recordings, including the ability to add silence over specific portions of the audio or video files so that the duration of recorded calls is not affected and remains true to the original recording. The system must include the ability to indicate why a recording is being redacted.

3.2.10.2. The proposed system shall protect the integrity and authenticity of original recordings. Redacted files must be saved as copies of originals.

3.2.10.2.1. The redacted copy of the audio or video files (recordings) shall be saved within the application and be exportable for playback.

### **3.2.11. System Security, Diagnostics and Media Management**

3.2.11.1. The proposed system shall provide multiple levels of security, including access to user-defined groups of call recordings or channels.

3.2.11.2. The proposed system shall allow a user with access rights to select any channel for real-time monitoring.

3.2.11.3. The proposed system shall be capable of limiting access to HDD storage media to designated senior System Administrator(s) only.

3.2.11.4. The proposed system shall allow the designated System Administrator(s) to restrict call-exporting capabilities, including the ability to email or otherwise export calls, on a per-user basis.

3.2.11.5. Respondents shall describe how the proposed system integrates with existing credentialing and access controls (i.e., does it use Lightweight Directory Access Protocol (LDAP) and follow central user security settings from Active Directory?).

- 3.2.11.6. Respondents shall describe the system's capability to encrypt the central database and individual recordings, including storage and cost requirements for each.
- 3.2.11.7. The proposed system shall protect the integrity of all recordings and provide for the confirmation of their authenticity via digital watermarking.
- 3.2.11.8. The proposed system's media management function shall be capable of automatically assigning a unique, sequential ID to each recorded interaction.
- 3.2.11.9. The proposed system shall support archiving onto dual removable media, in order to extend unattended archiving.
- 3.2.11.10. The proposed system shall include a selectable alarm with conditions related to recording into removable media (e.g., DVD). These conditions must include the following: media nearly full (it must be possible to preset a desired percentage of space full for this alarm to occur); full; media write error; and no media.
- 3.2.11.11. The proposed system shall have user alarms that are configurable by the software. The system must be capable of generating multiple alarms—including visual, audible, smart phone, Simple Network Management Protocol (SNMP) and email—to assigned personnel. It must be possible to route alarms pertaining to different alarm conditions to different recipients.
- 3.2.11.12. The proposed system shall include built-in diagnostic software that automatically will monitor the status of the equipment and initiate audible, visual and network-based alarms in the event of any failure or disruption of the operation, recording, or archiving processes.
- 3.2.11.13. The proposed system shall provide an audit log that tracks and presents information about alerts, errors and activity of all users within the system. This information must be presentable in a user-configurable report.
- 3.2.11.14. The proposed system shall be capable of flagging data to prevent automatic deletion when it is due to expire.
- 3.2.11.15. The proposed system shall restrict remote access to authorized personnel as allowed by the County's administrator function.
- 3.2.11.16. The proposed system shall allow the user to select a single recording, or a group of recordings, and run an audit to identify playback or export activity by any users who accessed them.
- 3.2.11.17. The proposed system shall provide a channel inactivity alert, which will notify the user if a channel is inactive (not reporting audio) for a user-defined period of time.

### 3.2.12. **User Training**

- 3.2.12.1.1. Respondents shall include end user training in their proposal.
- 3.2.12.1.2. Each class will be conducted onsite at the PSJC at a date and time approved by the County.



- 3.2.12.1.3. All training material and course presentations must be approved by the County prior to the actual training of PSJC personnel.
- 3.2.12.1.3.1. The successful Respondent shall provide hard and soft copies of logging recorder end user training documentation and copies of administrative training documentation in electronic format, such as Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf), in addition to a hard copy for each participant.
- 3.2.12.1.3.2. Each workstation must have access to a feature guide that explains the commonly used features, in addition to the quantity of full documentation packages.
- 3.2.12.1.4. Respondents shall list any type of online training available and any cost associated with this training.

### **3.2.13. Optional – Computer Aided Dispatch ( CAD) Interface**

- 3.2.13.1. Respondents shall describe their capability to interface to CAD and which CAD systems they have successfully interfaced with in the past five (5) years.
- 3.2.13.2. The proposed system shall allow for association of recorded media with incident numbers, automatically identified from a CAD system display.
- 3.2.13.3. The proposed system shall provide the ability to record screen activity from each position including screens associated with the CAD system. Respondent shall describe any limitations to recording screen activity.
- 3.2.13.4. The proposed system shall associate CAD incident data with appropriate recordings that can be subsequently searched, organized and reported on, based on these attributes.

### **3.2.14. Optional – Speech and Data Analytics**

- 3.2.14.1. Respondents shall describe their capability to provide a speech-and-data analytics module that is accessible via Web browser to authorized users. The module should include:
  - 3.2.14.1.1. User-configurable reporting
  - 3.2.14.1.2. Concept searches to allow for higher accuracy of results than standard systems with keyword-based searches
  - 3.2.14.1.3. Automated categorization based on types of calls, as recognized via speech/data analytics
  - 3.2.14.1.4. Tagging of calls with data from speech analytics, to be used in subsequent searches and for quality evaluation

### **3.2.15. Optional – Quality Assurance/Evaluation Module**

- 3.2.15.1. Respondents shall describe their capability to provide a quality assurance module, including how authorized third-party remote users can access the module to perform quality assurance checks.
- 3.2.15.2. The proposed system shall support objective and impartial form-based scoring.
- 3.2.15.3. The proposed system shall provide for flexibility to create, customize and edit evaluation forms that encompass all facets of media recording, including evaluation of screen recordings without vendor involvement.

3.2.15.4. The proposed system shall be able to automatically and objectively select a predefined number of recordings for evaluation per the following criteria:

- 3.2.15.4.1. Employee
- 3.2.15.4.2. Employee role
- 3.2.15.4.3. Position ID
- 3.2.15.4.4. E9-1-1 Class of Service
- 3.2.15.4.5. Incident type or priority (assumes optional CAD interface)
- 3.2.15.4.6. Shift
- 3.2.15.4.7. Other user-defined characteristics

3.2.15.5. The proposed system evaluation process and interface shall include intuitive GUI buttons, menus, and other convenient scoring tools, including the ability to add comments as needed.

3.2.15.6. The proposed systems evaluation forms shall maintain links to the pertinent recordings, for easy access, training, or export into a stand-alone file.

3.2.15.7. The proposed system shall be able to either email an evaluation, along with the pertinent recording for external agency review, or provide a link that requires the recipient to authenticate into the system to gain access to playback.

3.2.15.8. The proposed system shall allow multiple authorized users to add comments to an evaluation, where the system tracks all comments by users and dates/times.

### **3.2.16. Optional – Shared System Capabilities**

3.2.16.1. Respondents shall address how the proposed system supports multiple agencies sharing a single logger

3.2.16.2. Respondents shall address how individual agency policies, including security policies are managed (i.e. assuring the agency that owns the data controls access to it)

3.2.16.3. Respondents shall address how access to configuration data for a specific agency is controlled and provide suggestions for provisioning and management of agency-specific data.

3.2.16.4. Respondents shall address how the “audit trail” of data access is kept specific to/manageable by the agency who owns the data

3.2.16.5. Respondents shall address how agency specific retention policies are established/maintained, including the ability to prevent automatic deletion of data when it expires.

3.2.16.6. Respondents shall address how to prevent direct access to physical storage and limit this access to an authorized overall system administrator.

3.2.16.7. Respondents shall provide an estimated cost (in today’s dollars) for any hardware/software changes required to accommodate the transition to a shared system environment.

### 3.2.17. **Optional – Future Next Generation 9-1-1 (NG9-1-1) Requirements**

- 3.2.17.1. Respondents shall describe how the proposed system will transition to meet NG9-1-1 initiatives as defined by the National Emergency Number Association (NENA) 08-003, “Detailed Functional and Interface Standards for the NENA i3 System v1 (with update to v2 upon release).
- 3.2.17.2. Respondents shall advise whether they actively participated in all phases of the NENA Industry Collaboration Event (ICE) 8 for NG9-1-1 logging and recording.
- 3.2.17.3. Respondents shall advise how the proposed system will support logging and querying of all “LogEvents,” as defined in the current version of NENA i3, and note any exceptions.
- 3.2.17.4. Respondents shall address how the proposed system will transition to record a call that originates via SIP INVITE.
- 3.2.17.5. Respondents shall identify the number of simultaneous IP sessions a single server can record.
- 3.2.17.6. Respondents shall address any future codecs that it plans to use in order to compress audio/video prior to storage, as well as the associated bit rate. The number of hours of G.711 audio the proposed system can store also shall be specified.
- 3.2.17.7. Respondents shall provide an estimated cost (in today’s dollars) for any hardware/software changes required to accommodate the transition to full i3 capabilities.

### 3.3. **Warranty and Guarantee:**

Respondents shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract. At a minimum, Respondents agree to the following:

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 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:

### 3.4. **Correction or Removal of Defective Work**

If required by County Representative, 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 Representative, 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).

#### 3.4.1. **One Year Correction Period who does walkthrough and signs off on it**

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

## Project Plan

Boone County, Missouri is looking to acquire a digital multimedia logging recorder system with optional add-ons (e.g., Quality Assurance [QA], Computer Aided Dispatch [CAD] integration, Analytics, and Shared Services). The system will include the ability to capture and archive telephone, multimedia and radio communications.

The County needs to install a system that addresses the immediate needs at the County's Public Safety Joint Communications (PSJC) Department and also provide inherent flexibility for future expansion and relocation to the new Boone County Emergency Operations Center (EOC) /Public Safety Answering Point (PSAP) facility in late 2015.

The system needs to utilize COTS components and record and keep calls/data for one year plus 25% growth. The system must have redundancy built into it as to optimize uptime. The system must be NG9-1-1 ready and support all current published NENA NG standards. Screen recording, ANI/ALI data capture and a web based interface are required.

The county will relocate to a new center during the fourth quarter of 2015 and will need recording at both locations for a yet undetermined amount of time. Recording will need to take place at both centers until the new center is determined to be fully operational then the original system will need to be decommissioned.

The system will need to provide search and playback, instant recall, reporting, and live monitoring. These features and others will allow the center to retrieve information quickly and accurately. The system will provide a high level of security and contain an audit log to track activity in the system.

## Additional Information

The proposed solution incorporates the DSS Equature® NG9-1-1 Recording and Logging platform, capable of hosted recording and event logging. Once connected to an ESInet, the existing PSAP Equature instances should be retained. Adding these hosted instances of Equature in the serving ESInet(s) provides the logging and recording redundancy and survivability required by NENA's NG9-1-1 standards, ensuring a 360 degree view of all media and events is captured in all cases. This allows all media to be recorded in two places – once in the ESInet, and once in each PSAP.

### Equature Specification Highlights (partial list):

- Conforms to NENA 08-003 Detailed Functional and Interface Standards for the NENA i3 Solution
- Incorporates the event logging web service, media recording server, and RTSP (Real Time Streaming Protocol) server specified in 08-003 in a single solution
- Conforms to NENA 75-001 Security for Next-Generation 9-1-1 Standard (NG-SEC)
- Aligned with emerging NENA NG9-1-1 PSAP Requirements, and other emerging and released NENA standards

- Tested at every NENA ICE event to date
- Conformant to Project 25 ISSI for radio recording
- Ongoing commitment to remain in conformance with NENA and APCO standards
- Open, standards-based Server-Client architecture
- Browser-based client, cross-browser supported, mobile device support being added
- Designed for redundancy and high availability
- Features fault tolerance at the server level, and the system level

#### Media Recording:

Equature was designed from the ground up to support multimedia – voice, video, and text, and exceeds NENA standards in the number and types of media it can capture. Equature supports both the passive capture of media specified in 08-003 version 1, and the active media recording method (“siprec”) specified in the current draft of version 2.

#### Hosted/Standalone:

Equature supports both hosted and standalone configurations. The PSAP instances would be retained as is, and the ESInet instances would be configured to capture media redundantly at ingress to the network. A drop-down menu allows authorized users to select the server(s) they wish to search, allowing them to include or exclude instances when querying stored data.

#### Backup:

Each server incorporates a RAID set for internal data redundancy, ensuring that loss of a single drive does not result in loss of data. In addition, a mirror volume is created on an external storage device. This volume has all of the media as well as all of the database information if a restore is required. A SQL backup is also created that backs up all the databases to this external storage device as well.

#### Monitoring:

Equature incorporates extensive system health monitoring, alarm, diagnostic and remote maintenance capabilities. Each alarm type is categorized as a Level 1, Level 2 or Level 3 alarm, based on its impact on operations, and these correspond to Service Level Agreement response protocols. Specific system events and test points are also set up for continuous monitoring, and can generate an alarm to notify the Network Operations Center(s) when specific events occur. The NOCs are manned 24/7, and authorized personnel can remotely control a system as necessary to correct a detected alarm condition.

#### Redundancy:

The hosted recorders will record all media near the ingress to the ESInet. Together with the PSAP recorders, this provides two copies of all media on a continuous, real-time basis, in two different physical locations for true disaster tolerance at the data level, and at the server component level. In addition, each server mirrors its data to an external storage device as an online backup, and each database is also backed up to this external storage once in each 24 hours. DSS' plan is to deploy a fully NG compliant recording system(s) capable of providing both recording and logging services based on the NENA I3 standards. With respect to any phased change outs of legacy equipment, the NG compliant Equature recorder(s) can be installed independent of when each PSAP A) decommissions their existing legacy recorders B) connects directly to an ESINet. For those sites that legacy recording remains a requirement, a 100% compatible legacy Equature recorder, per PSAP, is available, as an option.

Expansion:

Equature was designed to be expandable by adding additional media recording licenses up to the capacity of the server, and by adding additional servers when server capacity is reached.

Storage Requirements:

Typical storage requirements for some NG9-1-1 media payloads are listed below. There is an additional overhead of approximately 4 Kbytes for metadata associated with each session payload.

Voice data (G.711 encoding) - ~480 Kbytes per minute; a 5 minute call would consume ~2.4 MB.

Video data (H.264 encoding @ 764 kbps) ~5.8 MB per minute; a 5 minute video would consume ~29 MB.

Text message (from SMS) – 160 bytes per message payload maximum

Telematics, sensor alarms, other XML and textual content – payload size varies according to originating device and message being sent, but compared to voice and video data, storage requirements are minimal

Search and Remote Access:

Equature's client application, Viewpoint™, is a sophisticated browser application for searching and retrieving both events and media from Equature, and from other conformant Logging Services via the standard interfaces specified in NENA 08-003. However, Viewpoint supports query, retrieval, display and playback features that far exceed that specification, including mixed content search/display, keyword/phrase/speech recognition, "fuzzy" searches, and many more. The browser experience can be customized per user, and/or user role to allow data access policies and to maximize usability by presenting the features and content required for an individual to perform his or her job. A unified view of available content is presented, and the user can select which servers they wish to access content from.

## Pricing Methodology

DSS Corporation provides a very simple licensing structure. We include an unlimited site license for search and playback including single channel, multi-channel, instant recall, live monitor, reporting and dashboard. This means you can have as many people as you wish access the system simultaneously from any device that can access the network the Equature NG9-1-1 recording system is connected to providing they have an authorized user name and password for access with specific user rights assigned. The pricing is determined by how many channels need to be recorded at each PSAP and on how many "End points" need to be recorded for a hosted/cloud based system.

## Delivery, Installation and Training

**Prepared by:** Larry Stidham

**Prepared for:** Boone County Public Safety Joint Communications

**DSS Corporation Industry Specialist**

**NG 9-1-1 Division [www.dispatchimprovement.com](http://www.dispatchimprovement.com)**

### Implementation Schedule: (Estimated Business Days)

<u>Day</u>	<u>Milestone</u>	<u>Responsibility</u>
1	Purchase order received by DSS.	BCPSJC
2	Pre-installation checklist created	DSS
6	Kickoff Meeting and acceptance of pre-installation responsibilities	DSS/BCPSJC
7	Sample Data Streams, interpretations and documentation are provided	BCPSJC
8	All user and station data delivered to DSS.	BCPSJC
8	Data entry completed	DSS
10	System burn-in and testing completed	DSS
10	System assembly completed - unit shipped	DSS
12	System delivered to Boone County Public Safety Joint Communications	DSS
15	Confirm Installation Date and Site Readiness	DSS/BCPSJC
30	Installation and testing begins	DSS
31-32	On-site training begins	DSS

**DSS Corporation is committed to providing value to our Public Safety customers. Our goal is to enter into a long-term, Win/Win partnership with Boone County Public Safety Joint Communications. Our mission in providing this value, requires us to hire and retain top professionals. We have been fulfilling this mission for over 40 years.**

### **Relocation Plan to New Boone County PDJC Center**

Cost for labor to "Relocate" the Equature recording system to the new Boone County PSJC center will be \$1,500.00. We will keep the original recording system recording live and install a new recording system at the new center so recording can begin at cutover in the new center. Once the transition to the new center is complete, we can import all calls from the original system into the new system. Access to both systems will be available from the same user interface during the transition.

During the transition when Boone County is recording at both centers, the original Equature recording system at the old center can be left recording for only \$1,500.00 per month.

### **Equature Training Outline**

DSS Corporation Equature NG9-1-1 Communication Recording System training is comprehensive and covers all areas of the system. We will train (at the direction of the customer) all end user, administrative and technical personnel. Initial training is done onsite and the schedule will be determined based on the needs of the agency. Follow-up web training done live by one of our DSS trainers is offered free of charge for the life of the system.

The training outline is as follows:

- Access Viewpoint and change view to horizontal and enable redaction.
- Bookmark and create shortcut on desktop.
- Close out and start training.
- Launch viewpoint and show how they will be logging into the system and what to expect.
- Introduce the Explore page.
- Go over individual query components.
- Do a search for the days calls
- Demonstrate how to play back a call.
- Show right click options and explain each.
- Explain book marking
- Demo Bookmarks.
- Explain Assessments and the ability to have them if they want(depends if the customer has them already or not)
- Show grid configuration.
- Download selected call
- Filter selected user
- Remove Filter
- Add Tag to call.
- Show email options and explain it can be configured with the appropriate SMTP server or internet access.
- Explain the wave form and skipping through the call via clicking.
- Demo Redaction





- Demo Notes
- Explain Speech to text as an upcoming feature.
- Ask if there are any questions and move onto Instant Recall
- Demo instant recall and live monitoring
- Show instant playback
- Show filtering based on channels
- Show the ability to download
- Show how to remove filter
- Live monitor a call if possible.
- Ask if there are any questions and move on to Scenario Reconstruction
- Demo SR
- Show the ability to mute lines
- Show the ability to save.
- Ask if there are any questions and move onto the dashboard
- Explain what the dashboard is and how it is used
- Explain the various widgets
- Show the ability to move items around.
- Ask for questions and move onto Reporting
- Show the ability to report and run a generic report.
- Explain what each filter has the possibility to do
- Drill down on current report and show the ability to playback from here.
- Turn the report into a chart and add to the dashboard and preview it.
- Ask if any questions and move on to the Admin portion if needed.
- Explain Admin tools
- Create an assessment if they are interested in them or require them
- Explain the server status
- Explain Auditing
- Show the ability to Audit what we have just done in training.
- Show the Settings panel
- Explain what each item does
- Ask if there are any questions and leave a copy of the quick reference manual and our number if they have any questions after using the software.

Installation Date:

Company or Facility Name:
Address:
Primary Contacts:
Phone:
E-mail:
IT/IS Contact:
Phone:
E-mail:

Installation Completion:

Wiring:	<input type="checkbox"/> Completed
Pending:	
Line Verification:	<input type="checkbox"/> Completed
Logmein IT Reach:	<input type="checkbox"/> Completed *Please sign if you do not want Logmein ITReach installed & configured. Customer Signature_____
Service Watcher: (Remote)	<input type="checkbox"/> Completed      Client CPU Name:_____
Notifications:	<input type="checkbox"/> Completed
Admin/User Viewpoint Access:	<input type="checkbox"/> Completed
Volumes & Drives Setup for Mirror:	<input type="checkbox"/> Completed
	<input type="checkbox"/> Completed
Training:	<input type="checkbox"/> Completed      Date Scheduled:_____
Viewpoint:	<input type="checkbox"/> Covered
Assessments:	<input type="checkbox"/> Covered <input type="checkbox"/> N/A
Reporting:	<input type="checkbox"/> Covered <input type="checkbox"/> N/A

Dashboard:	<input type="checkbox"/> Covered <input type="checkbox"/> N/A
Extras:	<input type="checkbox"/> ANI/ALI <input type="checkbox"/> Screen Capture <input type="checkbox"/> Record on Demand <input type="checkbox"/> SMDR <input type="checkbox"/> Other:_____
Pending:	

Customer Signature: \_\_\_\_\_

Comments:

Technician Signature: \_\_\_\_\_

### Boone County Equature Installation Project Plan Outline

Day	Milestone	Resource Names
<b>Pre-Implementation</b>		
2	I. Order acknowledgement/welcome email	Svc. Coordinator, Customer
3	II. Execute SOW for Professional Services	Project Manager, Customer
3	III. Schedule Kickoff	Project Manager, Customer
<b>Kickoff Meeting</b>		
7	I. Provide Support documents and Pre-Installation checklist/review	Engineer, Customer
	II. Approve Project Dates	Engineer, Customer
	III. Review Support & Transition Process	Engineer, Customer
10	IV. Hardware order/build confirmation	Engineer, Customer
	V. Thank you call	Sales Dir.
<b>Implementation Preparation</b>		
	I. Customer completes Pre-Installation Checklist	
	a. Confirm EQ IP address if available	
	b. Confirm AIS PC IP address if available	
	c. Confirm DSS AIS "DUI" app service acct. login	
14	d. Confirm Radio System login	Customer
	II. Confirm Hardware Shipment	
	a. EQ hardware	
22	b. AIS PC hardware	Project Manager
	III. Confirm Customer has prepared patch panels and cabling	
25		Project Manager, Customer
28	IV. Re-confirm installation date	Svc. Coordinator
<b>Implementation</b>		
30	<b>Server Hardware Installation</b>	
	I. Install server	Engineer
	II. Connect to PBX patch panel ports	
	III. Confirm AIS PC installation	Engineer
30	<b>Software Configuration</b>	
	I. Join Server to domain	Engineer
	II. CTI Integration (if applicable)	Engineer
	III. Configure users	Engineer
	IV. Configure Common Options	
	V. Configure MCC and AIS-specific options	Engineer

31	<b>Testing &amp; Validation</b>	
	I. Configure workstation client shortcuts for testing	Engineer
	II. Customer Accepts Test Plan	Customer
	III. Execute Test Plan	Engineer, Customer
31	<b>System Administrator Training</b>	
	I. Basic HW and SW Overview	Engineer, Customer
	II. How to monitor system performance	Engineer, Customer
	III. Moves, Adds, Changes	
	IV. MCC-specific training	Engineer, Customer
	<b>Support Transition</b>	
32	I. Review Best Practices/Change Control	Engineer, Customer
	II. Follow-up Call - Transition Account to Support	Service Dir, Customer
33	III. Training Scheduled	Svc. Coordinator, Trainer
35	<b>End User Training</b>	
	I. Complete Equature Viewpoint overview	Trainer
	II. User and device management/Admin	Trainer
39	<b>Post implementation</b>	
	III. Follow-up call/survey	Bus. Mgmt. Rep.

**Plan Acceptance**

Accepted

By: \_\_\_\_\_

Date: \_\_\_\_\_



## **Warranty Support and Guarantee**

DSS Corporation provides a 12 month 7x24x365 warranty from the date of acceptance covering all hardware and software, parts and labor, on-site and remote. When you need support you call our dedicated toll free customer support line and talk to a live person (who speaks English) 7x24x365. Most of our support calls are software or training related and one of our support engineers can solve the issue right away remotely. If it is hardware related, we dispatch the closest available field technician to your location and guarantee on-site response time within 4 hours.

The equipment will be warranted to be free from defects in workmanship, design and materials. If any equipment should fail during the warranty period, it will be replaced and the proposed system restored to service at no expense to the owner. DSS Corporation guarantees the availability of service assistance, software updates, repairs and spare parts for as long as Boone County continues to use the equipment – no Sun Setting of the product. Parts will be available for same-day shipment on an expedited basis 24 hours a day, 365 days a year including weekends and holidays. DSS Corporation is the manufacturer of the Equature NG9-1-1 Communication Recording System.

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 County Representative, 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 Representative, 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 who does walkthrough and signs off on it**

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.



## After Warranty Support

After-warranty support is provided in the same manner as warranty support – 7x24x365 including all hardware, software, parts and labor, on-site and remote. Software updates will be available at no charge to Boone County as part of a Maintenance Agreement with DSS.

Annual after-warranty support will be available at the follow rate:

Year one	Warranty	No Charge
Year two		\$12,225.00
Year three		\$12,225.00
Year four		\$12,225.00
Year five		\$12,225.00
Year six		\$12,225.00

Multi-year discounts are available if all five years of after-warranty support are purchased upfront in advance. Total after warranty support for 7 years (warranty + 6 additional years) would be \$48,895.00.

## Remote Monitoring

Your DSS Equature NG911 Communication Recording System will be proactively monitored 7x24x365 by our Network Operations Center (NOC). If an issue arises, we are notified automatically by Equature and immediate action can be taken to resolve the issue. You will also be automatically notified by Equature. We can track errors and warnings in the system and address them before they become issues. Our customers LOVE this feature!

Cost for labor to relocate recording system to new Boone County PSJC \$1,500.00. Details can be found in the “Delivery, Installation and Training” section.

Boone County can chose to email [support@dss-corp.com](mailto:support@dss-corp.com) with requests, questions and non-emergency support. These are answered with-in 30 minutes M-F, 8-5 EST.



18311 W. Ten Mile Road,  
Southfield, MI 48075  
Telephone: 866.377.2677  
Fax: 248.569.6567

## DSS Money Back Satisfaction Guarantee

DSS Corporation is pleased to offer this Money Back Satisfaction Guarantee. As a manufacturer and developer of the Equature Next Generation 9-1-1 Communication Capture Solution, we are in direct contact with our customers and do not have to rely on the Reseller model of moving requests and concerns up the chain of command. You have a direct line to the top. We have over 20 years experience in servicing the Public Safety community and understand the needs and challenges you face each day. We have a long track record of success which allows us to offer the following guarantee. Within 6 months after system acceptance, in the event the Equature NG911 Communication Capture system does not perform to standard 911 recording features and functions then Boone County Public Safety Joint Communications can terminate the agreement with 90 days notice to correct the issues and receive a full refund.

We look forward to creating a long-term Business Partnership!

Boone County Public Safety Joint Communications agrees to do business with DSS Corporation.

Agreed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

DSS Corporation: Larry Stidham, Industry Specialist

Jeff Vezina, Vice President

Date: \_\_\_\_\_



# NENA

## The 9-1-1 Association

1700 Diagonal Road | Suite 500 | Alexandria, VA 22314

FOR IMMEDIATE RELEASE  
Monday, November 11, 2013

CONTACT: Chris Nussman  
202.466.4911, [cnussman@nena.org](mailto:cnussman@nena.org)

### 9-1-1 & Tech Industry Experts Successfully Test 21<sup>st</sup> Century 9-1-1 Capabilities & Features

**Alexandria, VA** – Last week, representatives from more than two dozen public safety service providers came together to test the features that would enable 9-1-1 centers across the country to keep pace with consumer technologies and introduce multimedia “call” capabilities, allowing text, images, and real-time video to be sent from those in need of emergency assistance directly to 9-1-1 call takers.

This Industry Collaboration Event, dubbed “ICE 8”, focused on testing interfaces for logging of processing events and recording NG9-1-1 multimedia and call data, as well as interfaces for retrieving and reproducing both. NENA’s “i3” NG9-1-1 standard specifies the system interfaces that were tested at ICE 8.

DSS Corporation led the Planning Committee and participated in ICE 8 to solidify its commitment to NG9-1-1 Recording and Dispatch Improvement. DSS was very happy with the level of testing and collaboration with other vendors at the event. Testing with all the media types and all of the NG9-1-1 core services is very exciting for Public Safety in general and for NG9-1-1 recording in particular. DSS would like to thank NENA and all of the participating vendors for making this exciting event possible. Here is a short video summary where Michael Smith, DSS Corporation’s chief technologist, discusses the event. <http://urgentcomm.com/ng-911/nena-test-event-focuses-ng-911-logging-and-recording>.

“Through the ICE initiative, NENA is proud to provide a space for all relevant players to come together in an open, collaborative atmosphere to test the products and services that will ultimately enable Next Generation 9-1-1 and improve emergency responses for all citizens in need,” said NENA President Bernard Brown, ENP. “We thank the Illinois Institute of Technology for hosting this critical event and Indigital for assisting in establishing the network connectivity between participants.”

Additional ICE program details are available at [www.nena.org/ice](http://www.nena.org/ice).

###

#### **About NENA: The 9-1-1 Association**

The National Emergency Number Association (NENA) serves its members and the greater public safety community as the only professional organization solely focused on 9-1-1 policy, technology, operations, and education issues. The association works with public policy leaders; emergency services and telecommunications industry partners; like-minded public safety associations; and other stakeholder groups to develop and carry out critical programs and initiatives to improve 9-1-1; to facilitate the creation of an IP-based Next Generation 9-1-1 system; and to establish industry leading standards, training, and certifications. Find out more at [www.nena.org](http://www.nena.org).

#### **About DSS Corporation**

DSS Corporation is passionate about NG9-1-1 Recording and Dispatch Improvement. Providing effective tools for Public Safety is crucial for improving dispatch operations because Seconds Save Lives. To learn more about our Equature NG9-1-1 Recording and Equature Learning on Demand, please visit [www.dispatchimprovement.com](http://www.dispatchimprovement.com)

# NENA

## The 9-1-1 Association

4350 North Fairfax Drive | Suite 750 | Arlington, VA 22203-1695

March 7, 2011

Joe Mosed  
General Manager  
DSS Corporation  
jmosed@dss-corp.com

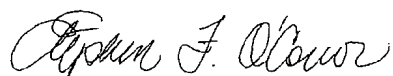
This letter is to express the appreciation of NENA and its Technical and Operations Leadership for your willingness to supply resources, knowledge, and time, in the person of Michael Smith, to NENA's development work in support of the 9-1-1 industry and 9-1-1 service. Some of NENA's objectives are to:

- bring together public and private sector partners to provide insight, direction, and guidance to ensure the continued availability and accessibility of emergency number systems.
- take a leadership role in managing the accessibility, effectiveness, and advancement of modern, migratory, and NG emergency number systems to aid first responders in saving lives.
- innovate solutions that address critical issues in emergency number management to improve public safety.

Michael has been and remains a major contributor to multiple NENA Committee efforts, which include: unselfish service to NENA in the Next Generation 9-1-1 PSAP working group. Michael has done an outstanding job co-chairing the group. He has an in depth understanding of the industry and new technology. He is a personable, organized and productive co-leader. Michael took the lead on the successful ICE 3 – Logging event. He has also done most of the technical work for the Logger interface.

We very much appreciate Michael's continual willingness to provide knowledge, objectivity, and time to NENA's efforts.

We recognize that resources continue to be scarce in the business environment, and we appreciate your willingness to continue to support NENA's efforts, which are more critical to the future of 9-1-1 every day. If we can be of assistance in making your commitment more effective, please do not hesitate to contact any of us.



Stephen O'Connor, ENP  
NENA President



Brian Fontes  
CEO

## Equature® Speech Analytics Jargon and Overview White Paper

Equature® provides a full 360° view of all communications. This includes voice, email, chat and web interactions. In the public safety sector, this is extended to Next Generation 911 data as well. Since Equature® functions as an Enterprise search portal to all of this communication; it only makes sense to bring this intelligence to voice communications. This is where Equature® Speech Analytics comes into the picture.

Equature® Speech Analytics provides 100% content search of all voice communications within the system. The underlying phonetic speech engine, allows for the mining of thousands of calls per day. There are two major types of speech processing engines in the industry. We will discuss both as it relates to telephone recorded voice. The two major technologies are: Speech to Text or (Large Vocabulary Continuous Speech Recognition (LVCSR)) and Phonetic Speech Recognition.

LVCSR is a technology that attempts to create a full transcript of the call. The result is a text output of the interaction. This technology is very good when working with medical dictation, because there is only one speaker and the audio is very high quality. Another reason for the success in this market is that the vocabulary is focused for medical. LVCSR technology creates the text output by running the audio against a pre-defined dictionary. Typical output rates are 1 to 1. A one hour audio file takes one hour of computer processing time. As you can see, for organizations that take thousands of calls per day this technology has several limitations.

Phonetic Speech engines utilize a different methodology. These engines look at phonemes which are the smallest unit of human speech and create a phonetic track. This index file is created once and searched many times. The process works in two phases. In the first phase, recorded audio is input into the system and a time-aligned phonetic index is created. Because phonemes are simple uttered sounds, the indexing is not affected by factors such as background noise, dialects or speaking styles. This also means the system does not have to be trained like LVCSR systems.

The second phase begins when a search is requested. Searches can be done directly on words or phrases, or using special operators and time based proximity to other content. The search returns relevant based results. This process enables the fastest and most accurate access to the information contained in the audio files. Equature® speech can process audio files at 80 times faster than real time. An 80 minute phone call can be processed in less than one minute. This means that the architecture can scale to process millions of calls per month if needed.

### Equature® - Features and Benefits

- 360° view of all communication types
- Customizable Dashboards based on title and job function
- Enterprise search with relevant based results
- Retention Policies for compliance
- All Communication channels are searchable by word and phrase including email, chat, voice and web.
- Open Architecture based on the latest technologies
- Flexible integration to other data types to extend capabilities
- Directory Services for easy enterprise adoption
- Audit Trail for system access and compliance

[www.equature.com](http://www.equature.com)

Equature® Speech Analytics is fully integrated into the Equature Suite. The methodology used by Equature allows for the highest quality results when searching for content. Equature processes full high quality stereo PCM audio, before it is compressed. This method allows our accuracy to be at least 10 times higher than other systems that simply index GSM compressed audio. When investigating this technology, it is imperative to make sure that the speech is fully integrated with the capture engine otherwise accuracy will be compromised.

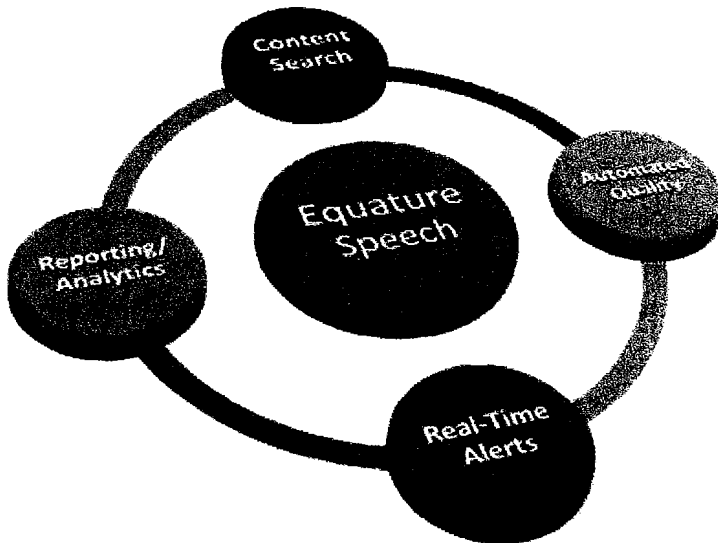
Since Equature® indexes in this manner, it is also possible to tell who is talking when the search is initiated. Let's say you are doing an ad-hoc search for "Credit Card" because there is a PCI Compliance issue. Equature® will return results for you and you will be able to see if the caller said "Credit Card" or if the agent said "Credit Card." This methodology is very powerful for searching, reporting and analyzing results and uncovering the root cause of the problem.

### **Key Benefits of Phonetic Speech Approach:**

- I. **Speed** – Phonemes are the tiniest building blocks of language. Using these small bits enables faster processing of calls and the ability to find words and phrases within context, without requiring complex and difficult to maintain dictionaries
- II. **Flexibility** – Phonetic Speech is not dictionary based so there is no need to train the system for dialects or accents. Additionally, Phonetic speech is unaffected by unique speaking styles and jargon that can impact the performance and accuracy of speech-to-text methodologies, so you get what you need faster and with less impact on your resources.
- III. **Accuracy** – Languages are fluid and changing rapidly. New words, phrases, buzz words, industry jargon, proper names, competitor names and slang are all easily processed with the phonetic approach.

For telephone based recorded audio in a high volume environment, it is very efficient and cost effective to use Phonetic Speech Recognition over LVCSR. Phonetic speech does not require a closet full of computers running all night in order to process results. Since the audio is indexed at 80 times real time, the costs dramatically fall while accuracy increases. Phonetic speech also allows for the search of Slang, Code Words, Proper Names, Competitor Names and any other possible phrase. This is not possible with LVCSR systems because those words have to be in the dictionary. If you add the words to the dictionary, then the audio files have to be re-indexed to find them. This is very costly since LVCSR systems index at a rate of 1 to 1. Again, this means that one 60-minute call takes one hour to process.

Equature® Speech Analytics allows for Content Search, Automated Quality and Reporting/Analytics. The graph below provides a visual representation.



- I. **Content Search** – Currently call repositories are only 3% searchable. You can only search the meta-data of the call like phone number, duration, time/date and position. With Equature® Speech Analytics, 100% of the content of the calls are searchable. This creates a wealth of knowledge for operational improvement.
- II. **Automated Quality** – Contact centers today typically sample 2% of their calls for quality purposes. This is a manual process that supervisors do to measure training and operational effectiveness. The problem is that the sample is only 2%. To measure more information requires extra people, extra hours and extra costs. Equature® Speech Analytics allows for 100% sampling of calls for quality. This is an automated process and returns results based on the assigned metrics. This application does not require additional personnel. Equature® Speech gives you 98% additional effectiveness without adding man power.
- III. **Real-Time Alerts** – Currently organizations do not have flags for important calls. If there are problems (i.e. upset customers, IP theft or some other event that is important), management wants to know now. Equature® Speech Analytics allows you to setup important triggers and monitor all calls coming into the organization. If a condition is hit then you are notified immediately.
- IV. **Reporting/Analytics** – Equature® provides a full 360 view of all communication accessible for Enterprise Search, Reporting and Analysis. Equature® Speech Analytics provides much more meaningful content across audio channels.

In summary, Equature® Speech Analytics is the first offering to bring affordable audio mining to the masses. High volume contact centers and Public Safety centers use the platform to improve operations, reduce costs and mitigate risk.

[www.equature.com](http://www.equature.com)

## Definitions and Equature® Speech Analytics Jargon

### 1. What is Equature®?

Equature® is a 360 full cycle capture platform that allows you to capture, analyze and act on all communication channels (Voice, Email, Chat and Web).

### 2. What is Speech Recognition?

Speech Recognition is the process of converting human voice into machine readable data.

### 3. What is Speech to Text conversion?

Speech to text conversion is the process of converting human voice (telephone or dictation) to text. This process primarily used in dictation systems in the medical field.

### 4. What is Text to Speech conversion?

Text to speech conversion is the ability for the computer to convert text to the spoken word.

### 5. What is Equature® Enterprise Search?

Equature® Enterprise Search is the means of searching all communication channels from one browser interface. Examples of enterprise search engines are Google, Microsoft Live and Equature®.

### 6. What is Large Vocabulary Continuous Speech Recognition (LVCSR)?

LVCSR is the process of creating a transcript from audio files. This method uses predefined dictionaries to create the transcript. This method is used primarily in dictation as well as small samples of audio search.

### 7. Why is LVCSR so expensive?

LVCSR was typically reserved for Fortune 500 companies with large budgets. The reasons these systems are so expensive are numerous. First they require a dictionary of terms which needs to be trained per application. Second, to create the transcript is real time one to one. If you have 1,000 hours of call data per day then you need 1,000 hours of computer time to process the audio. This translates to high equipment and operating costs.

**8. What is Phoneme?**

A phoneme is one of a small set of speech sounds that are distinguished by the speakers of a particular language. In human language, a phoneme is the smallest posited structural unit that distinguishes meaning.

**9. What is Phonetic Track?**

A phonetic track (index) is a time stamped phonetic index of the audio file. This track allows the call to be searched.

**10. What is the processing time to create a Phonetic track?**

Phonetic Tracks can be created at a rate of 80 times faster than real time. If you have an 80-minute phone call then the phonetic track is created in one minute.

**11. What is Phonetic Search?**

Phonetic Search allows audio files to be search by words and phrases just like text based Google searches.

**12. Does Phonetic Speech Recognition need a dictionary?**

Phonetic Speech Recognition does not need a dictionary. This is a big advantage and allows for very large call content mining.

**13. Does Phonetic Speech Recognition need to be trained?**

Phonetic Speech Recognition does not need to be trained. This is a big advantage and time saver over LVCSR systems.

**14. What is audio content search?**

Audio content search allows users to search 100% of the audio files for words and phrases. This allows organizations to extract valuable information from there call repositories.

**15. What is Automated Call Classification?**

Equature® Speech Analytics allows organizations to classify their calls based on content. Department heads can understand why people are calling and handle disputes quickly as well as make more informed decisions based on the voice of the customer.

### 16. What is Script Adherence?

Script Adherence is a form of compliance that call center agents and dispatchers need to follow. Management wants to know when they are out of compliance and Equature® Speech Analytics will tell you that automatically.

### 17. What is Investigation as it relates to speech recognition?

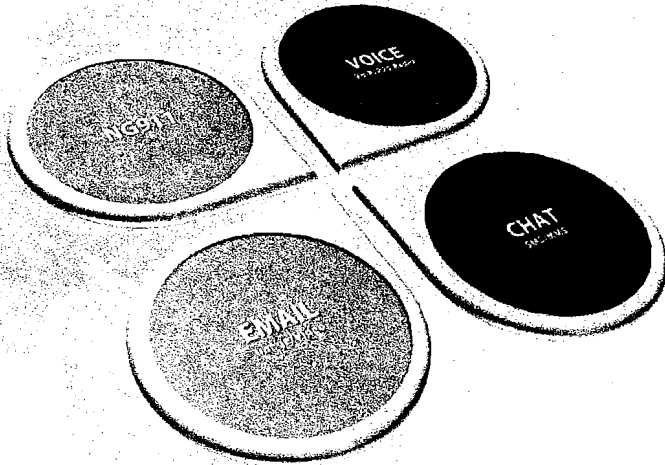
This simply means that you can do Ad-Hoc searching to find out answers to questions you may have about why people are calling. If you have a dispute or problem, you can go back search for all instances of that problem and see if they are occurring frequently.

#### About Us:

**DSS Corporation** has been providing state-of-the-art technology solutions to public and private sector organizations for more than 30 years. The company is committed to providing the technology tools and solutions to ensure the clarity and accuracy of multi-media communications. The contact center recording and document technology divisions do business with Fortune 1000 companies and government organizations throughout North America. The mission is to provide total customer satisfaction through technology, education and people. **DSS Corporation – Solutions Enabling Intelligent Decisions**

[www.equature.com](http://www.equature.com)





We specialize in Next Generation 911 recording solutions that help PSAP's archive and analyze all communications and improve dispatch operations.

Equature is full cycle communications capture platform that records Analog, Digital, VoIP, Radio, P25, Chat, IM, and web for NG9-1-1.

### Equature® Emergency Services Differentiators

	EQ	The Rest
Browser based unlimited search and retrieval	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
One version of playback software	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No – Multiple
Speech analytics for 100% content search of spoken word/phrase	<input checked="" type="checkbox"/> Yes	?
File storage to NAS/SAN without licenses	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
360 degree view of all communications	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Bundled simple licenses for email, voice chat, dispatcher assessment & screen capture	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Dispatch assessment, playback and screen playback in one version of software	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Dispatch assessment, playback and screen playback from a web browser	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Support for Internet Explorer and FireFox	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
One quality system to assess voice, email, chat and screen activity of the dispatchers	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No-Voice Only
Instant recall with auto-refresh / scenario reconstruction / continuous replay all standard with no additional licensing & one software version	<input checked="" type="checkbox"/> Yes	?
Non-Proprietary system – MS-SQL 2008 database, WAV file storage, XML email/chat storage, XML volume replication/redundancy	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Built for Next Generation 911 anywhere technology capture	<input checked="" type="checkbox"/> Yes	?
Customer provided hardware option	<input checked="" type="checkbox"/> Yes	?
Service based architecture with service watchers for redundancy and system uptime	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

The Equature dashboard can be customized by user. From the dashboard you can live monitor, have a view of agency activities for the last X hours and play any call as well as map the locations of your calls. Any important report or data view you need can be displayed on your dashboard as well as a quick "Google" type search.

The screenshot displays the Equature dashboard with several key components:

- 911 Calls Mapped:** A map of the United States showing call locations across various states like North Dakota, South Dakota, Nebraska, Iowa, Kansas, Missouri, Illinois, Indiana, Ohio, and Kentucky.
- Equature Search:** A search bar and a "Live Monitor" table.
 

Device Type	Device Name	User	Status
VoIP Phone	2221	Harmon Offer	Idle
VoIP Phone	2222	Joseph Raeger	Idle
VoIP Phone	2223	Jeff Vazou	Idle
VoIP Phone	2224	Jacquesy Proczak	Idle
VoIP Phone	2225	Julie New	Idle
VoIP Phone	2226	Larry Goddum	Idle
VoIP Phone	2240	Carl Dwyer	Idle
- Internal Communications Heat Map:** A circular radar-style chart showing communication activity across different internal departments or units.
- Dispatch Assessment - 150m Random Sample:** A table listing call details.
 

Call #	Call ID	Time
4024210000	2263	11/7/09 12:13
4024210000	2263	11/7/09 13:40
2120678004	2224	10/10/09 10:37
2120678004	3100	10/10/09 10:57
3304940000	2274	10/10/09 9:47
- NSP-1-1 Email and Chat Search:** A table listing email and chat messages.
 

From	To	Time
1161307@dds-corp.com	1161307@dds-corp.com	11/09 9:30
1161307@dds-corp.com	1161307@dds-corp.com	11/09 12:52
1161307@dds-corp.com	1161307@dds-corp.com	11/09 11:11
1161307@dds-corp.com	1161307@dds-corp.com	11/09 10:55
1161307@dds-corp.com	1161307@dds-corp.com	11/09 12:50
- PSAP Events within the last 45 minutes:** A table showing recent Public Safety Answering Point (PSAP) events.
 

Time	Time	Time	Time	Time
2/3/2009 05:27:41	2/3/2009 05:31:00	2/3/2009 05:34:19	2/3/2009 05:37:33	2/3/2009 05:40:59
- 911 Center - Today's Communication:** A pie chart showing the distribution of communication types for the current day.
- Call Log:** A detailed view of a specific call with a metadata box:
 

From:	Stephanie Harrison [2243]
To:	12483300775 [12483300775]
Start:	2/3/2009 05:27:41
End:	2/3/2009 05:28:11
Duration:	00:00:30

Scenario Reconstruction is a powerful tool to be able to graphically display and recreate events. This along with the Equature timeline reconstruction allows the agencies to recreate events with all communications not just voice.

The screenshot shows the Equature timeline reconstruction interface with the following elements:

- Navigation:** Tabs for Explore, Live Recall, Reporting, Admin, Settings, and About.
- Timeline:** A horizontal timeline for 2/3/2009 with call events marked at 15:52:11, 16:20:54, 16:49:37, 17:18:20, and 17:47:04.
- Call Log:** A list of call numbers on the left side, including 2221, 2224, 2225, 2227, 2231, 2234, 2236, 2243, 2249, 2254, 2261, 2272, 2277, 5000, and 5100.
- Call Detail View:** A pop-up window for a call from Jennifer Martin [2231] to 12483300775 [12483300775], starting at 2/3/2009 16:57:59 and ending at 2/3/2009 16:58:18, with a duration of 00:00:19.
- Playback Controls:** Play, pause, and stop buttons, along with a checkbox for "Ignore audio gaps" and a time range selector for "2/3/2009 15:52:11 - 2/3/2009 17:47:04".

# Equature FAQ's

---

## **1. Does DSS Corporation manufacture the Equature® NG9-1-1 solution?**

Yes – DSS Corporation manufactures the Equature® solution right here in the U.S.A

## **2. Does DSS Corporation support the Equature® NG9-1-1 solution?**

Yes – DSS Corporation handles every step of the process from manufacture, sales, support, updates and training. We do this with no overseas support.

## **3. How is support handled for the Equature® NG9-1-1 solution?**

DSS is at your service 24x7x365 with a guaranteed 4 hour response time. You do not have to call multiple organizations and deal with a hierarchy of support levels. DSS enters a case number and one of our support engineers are able to help usually within 30 minutes or less. 97% of our support calls are handled over the phone / remotely. For the 3% that on-site support is needed then we are on-site anywhere in the U.S within 4 hours.

## **4. Can DSS Corporation monitor / service the Equature® NG9-1-1 solution remotely?**

Yes – Equature® provides full proactive alarming and monitoring capabilities. This means that we can detect minor issues and correct them before you even know about the problem and before it becomes a MAJOR problem.

## **5. What is application capture?**

Equature® application capture is a module of the Equature® system that can capture any important data from host CAD systems. We are unique in the industry because we can do this WITHOUT expensive integrations. If you want to search by CAD Incident number, call type or any other relevant fields then it is a snap with Equature® Application Capture.

## **6. Is DSS Corporation a member of the NENA NG9-1-1 partner program?**

Yes – we have been a member since the inception and our Chief Technologist is on the standards committee. Several of the standards were written and proposed by DSS Corporation. We are leading the NG9-1-1 logging effort.

## **7. I am not familiar with DSS Corporation are you a start-up company?**

No – DSS Corporation has been in business for over 35 years. We developed Equature® from the ground up to support NG9-1-1 and have been selling through the U.S for the last 18 months. We are in over 30 states and will be in each state by the end of the year.

## **8. If we buy the Equature® solution, do we have to buy again when NG9-1-1 comes to my PSAP?**

No – Equature® is NG9-1-1 ready today and you will NOT have to do a forklift upgrade or change products to capture NG9-1-1 data. This is very important because you do not want to have to buy twice. We recommend you get a letter from every manufacture you are considering for recording to make sure you don't overspend on the solution and pay twice.

## **9. Does DSS Corporation sell through Resellers?**

DSS Corporation sells Equature® directly and supports it directly. We know the frustration and limitations of the reseller sales model and decided not to sell this way. We want fast response and feature enhancements in Equature® and we know those come directly from our customers. The reseller model clouds this as well as end user support issues.

## **10. What is the DSS Direct Advantage™?**

This is our market model. There are just two organizations involved: **DSS & Your PSAP**  
The old model of selling recorders looked like: **Overseas manufacture then U.S. Sales office then Reseller then YOUR PSAP**. This model is outdated, slow and unproductive for the PSAP's and that is why we created the DSS Direct Advantage™.

## **11. Does Equature® capture Voice, VoIP, Radio, Email, Chat and NG9-1-1 data today?**

Yes – Equature® captures all these content types now and makes them fully searchable, reportable and shareable. Our search engine is as easy to use as Google.

## **12. What is 100% content search?**

100% Content search allows you to search for any word and phrase within the recorded audio files. Thus you can search for “John Giovanni and house fire” within the audio for last month and find all calls that contain these terms. **This capability is absolutely required for any recording system today and you should not purchase one if this does not exist.** Make sure it is integrated and they demo the capability to you.

## **13. What is unlimited multi-media scenario reconstruction and why is it important to our PSAP?**

This functionality allows you to recreate any scenario for replay and sharing. Thus if there is a major incident you can graph all the radio transmission, 911 calls, dispatch events and NG9-1-1 data including dispatch cad screens to show what EXACTLY was happening in your center at the time of the event.

## **14. Do you have a money back guarantee?**

**Absolutely** – We give you a money back guarantee in writing to make sure you are comfortable with us. We want to establish a lifelong relationship with your PSAP and we know that a guarantee helps in doing this and puts all the risk on us to deliver. The risk needs to be with us not your PSAP.

## **Product Specific FAQ's**

### **1. Can I replay calls from home if I am not on the network the recorder is on?**

Since Equature® is browser based; you can absolutely set it up to access the system remotely. This is a key differentiator of the platform.

### **2. Should I record trunk side or at the positions?**

The answer to this is yes. If we are talking about 911 lines then you should do both. The value of the on hold information as well as the pre-answer information is critical on the 911 trunks. Recording the positions is important for searching and reporting. This also provides additional redundancy.

### **3. What do I have to do to add more channels?**

This is very simple. You just need to purchase additional licenses to record more channels.

### **4. What happens when the external hard drive fills up?**

Equature® supports a volume structure and retention framework to store your calls. Thus when a drive fills up you simple change it with a new drive and all of your data remains searchable.

### **5. What happens if someone leaves and we need to know what calls they have been reviewing?**

Equature® has a comprehensive Audit Report that allows you to drill down to the actual messages that were reviewed by the person who left.

### **6. Is your instant recall software different from your software the supervisors will be using?**

Equature® provides all of the functionality in a browser based configuration. The instant recall is part of this interface and is unlimited users. The security settings are configurable so the dispatchers only use the instant recall portion of the software. We do not charge you to access your own data. This is very important because as you grow and have more people access the system, you do not have to pay for it.

## **7. How is training handled?**

We provide on-site training as well as additional remote training to all of your team members. The training is continuous and included with the system. If you have new people come aboard then we will provide them training at no additional cost. Also, you get access to Equature® University.

## **8. Can we use our own hardware (servers)?**

Sure! Since Equature® is software based; you can use your own hardware. We can provide you the specifications.

## **9. If we have to go to court how can we verify the recording has not been tampered with?**

Equature® provides a Digital DataPrint™ which verifies authenticity. This is a digital signature that ensures the recordings were not altered.

## **10. Is the retention policies the same for Voice, Screen Data and email messages?**

Equature® provides a robust retention framework so this is up to you. You can have the time frame the same or different. This is configured by message type, user and group.

## **11. Where do you get your mapping info from?**

Equature® provides a robust mapping framework utilizing Bing maps. Please note that the recorder **does NOT** have to be connected to the internet for this to work. This is a powerful feature that we provide as standard with Equature®.

## **12. The system I have now breaks a call up into several segments, is Equature® going to do that?**

Equature® provides very flexible configurations to provide true start / stop. Most installations are able to take advantage of this so calls won't break up in several segments.

## **13. When DSS Corporation works on our system, do I get notified?**

Absolutely!

## **14. Are you on our state contract or the GSA contract?**

DSS Corporation has a GSA, HGAC and several state contract. We can help you expedite purchase with one of our contracts.

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

Bond No.: PB11509601643

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Dictation Sales & Services, Inc.

as Principal, hereinafter called Contractor, and

Philadelphia Indemnity Insurance Company

a Corporation, organized under the laws of the State of Pennsylvania

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of One Hundred Twenty-One Thousand Four Hundred Seventy and 00/100 Dollars, (\$121,470.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 11-5-14 entered into a Contract with Owner for:

**BID NUMBER 19-15JUL14  
LOGGING AND RECORDING SYSTEM  
FOR BOONE COUNTY PUBLIC SAFETY JOINT COMMUNICATIONS  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

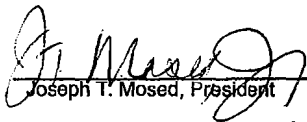
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

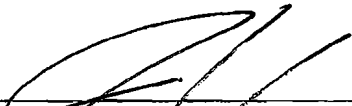



IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dictation Sales & Services, Inc.  
(Contractor)

(SEAL) BY:   
Joseph T. Mosed, President

Philadelphia Indemnity Insurance Company  
(Surety Company)

(SEAL) BY:   
(Attorney-In-Fact) Jeremy Crawford, Attorney-In-Fact

BY:   
(Missouri Representative) Jeremy Crawford, Attorney-in-Fact

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

Surety Contact Name: Jeremy Crawford  
Phone Number: 866-317-3294  
Address: 1710 N. Douglas Dr., Suite 110  
Golden Valley, MN 55422

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_

Dictation Sales & Services, Inc. \_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

Philadelphia Indemnity Insurance Company \_\_\_\_\_

a corporation organized under the laws of the State of Pennsylvania, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

One Hundred Twenty-One Thousand Four Hundred Seventy and 00/100 DOLLARS

(\$ 121,470.00 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated 11-5-14 entered into a contract with Owner for

**BID NUMBER 19-15JUL14  
LOGGING AND RECORDING SYSTEM  
FOR BOONE COUNTY PUBLIC SAFETY JOINT COMMUNICATIONS  
BOONE COUNTY, MISSOURI**

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

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

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

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

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

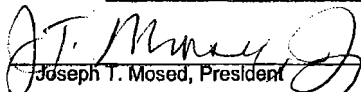
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to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

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


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


IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR Dictation Sales & Services, Inc. (SEAL)

BY:   
Joseph T. Mosed, President

SURETY COMPANY Philadelphia Indemnity Insurance Company

BY:   
(Attorney-In-Fact) Jeremy Crawford, Attorney-in-Fact

BY:   
(Missouri Representative) Jeremy Crawford, Attorney-in-Fact

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Michael Williams, Jeremy Crawford, William J. Nemecek, Andrea Joy Michael Haight, Tanya Fukushima, Lisa Jabas, William Gerber & Brad Quiri of C\*C\*I Surety, Inc.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$4,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

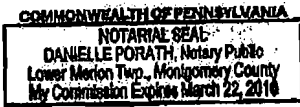
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

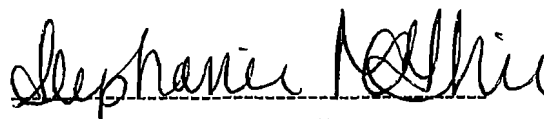
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4<sup>th</sup> day of November, 2014.

  
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

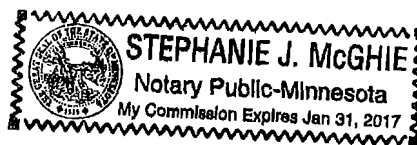
Acknowledgment of Surety

State of Minnesota  
County of Hennepin

On this 4<sup>th</sup> day of November, 2014 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **Philadelphia Indemnity Insurance Company**(surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DSSCO-1

OP ID: GC

DATE (MM/DD/YYYY)

10/29/2014

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

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

<b>PRODUCER</b> First Independent Insurance 14500 Lakeside Circle Sterling Heights, MI 48313-1330 James M. Daniel	<b>CONTACT NAME:</b> James M. Daniel	
	<b>PHONE (A/C, No, Ext):</b> 586-247-2220	<b>FAX (A/C, No):</b> 586-247-7570
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> The Hartford		<b>29424</b>
<b>INSURED</b> DSS Corporation 18311 W. 10 Mile Rd Ste 200 Southfield, MI 48075	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		35SBAPJ6752	04/27/2014	04/27/2015	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>2,000,000</b>
A				35SBAPJ6752	04/27/2014	04/27/2015	GENERAL AGGREGATE \$ <b>4,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			35UECPM1986	04/27/2014	04/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			35SBAPJ6752	04/27/2014	04/27/2015	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						\$
	<input type="checkbox"/> OCCUR						WC STATU-TORY LIMITS
	<input type="checkbox"/> CLAIMS-MADE						OTH-ER
	<input type="checkbox"/> Y/N						E. L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E. L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E. L. DISEASE - POLICY LIMIT \$
							<b>BUILDING</b> <b>3,072,900</b>
							<b>PROPERTY</b> <b>348,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 #19-15JUL14-Logging & Recording System for Boone County Public Safety Joint Communications  
 - Boone County, MO is an additional insured as respects general liability.  
 - Company will provide certificate holder with 30-day notice of policy cancellations.

**CERTIFICATE HOLDER****CANCELLATION**

<b>BOONECO</b>  Boone County Public Safety 613 E. Ash, Rm. 110 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>James M. Daniel</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/14

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

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

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> 800-522-7514 <b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : New Hampshire Ins Co		23841
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 939038	<b>REVISION NUMBER:</b>
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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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 094179812 MI	07/01/14	07/01/15	X PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

### CERTIFICATE HOLDER

### CANCELLATION

Boone County  
613 E Ash Rm 110  
Attn: Melinda Bobbit, Director of Purchasing  
Columbia, MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services, Inc of Florida*

U  
0/2/14

To: County Clerk's Office  
Comm Order # 530-2014

*Pure*

Please return purchase req with  
back-up to Auditor's Office.

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

**REQUEST  
DATE**

15068  
~~New vendor~~

Dictation Sales & Service, Inc.

19-15JUL14

**VENDOR NO.**

**VENDOR NAME**

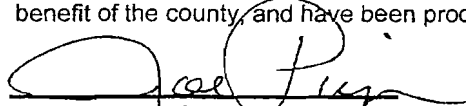
**BID NUMBER**

**Ship to Department #**

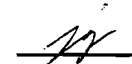
**Bill to Department #**

Department	Account	Item Description	Qty	Unit Price	Amount
2020	92300	DSS Equature NG9-1-1 Communication Recording System			\$170,365.00
		(See Contract for Details)			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>GRAND TOTAL:</b>					<b>170,365.00</b>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
**Approving Official**

  
**Prepared By**

  
**B.A. in process**



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 18th day of November 20 14

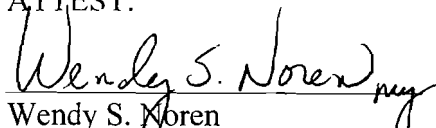
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby award bid 41-07OCT14 – Lobbying Services to Penman and Winton Consulting Group/Grote & Associates Inc.

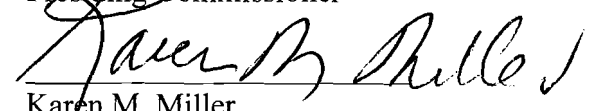
The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 18th day of November, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# 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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: November 14, 2014  
RE: RFP Award Recommendation: *41-07OCT14 – Lobbying Services*

Request for Proposal *41-07OCT14 – Lobbying Services* closed on October 7, 2014. Six proposal responses were received.

The evaluation committee consisted of the following:

Karen Miller, Boone County Commissioner  
Nicole Galloway, Boone County Treasurer  
Kathy Lloyd, Court Administrator

The evaluation committee recommends award to Penman and Winton Consulting Group and Grote & Associates Inc. per their attached Evaluation Report.

Total cost of contract is \$33,500.00 annually with up to \$2,500 in pre-approved expenses. Contract period is January 1, 2015 through December 31, 2015. Invoices will be paid from department 1121 – County Commission, account 71101 – Professional Services.

ATT: Evaluation Report

cc: Proposal File

Evaluation Report for Request for Proposal

41-07OCT14 – Lobbying Services

**OFFEROR #1: Michael H. Morris and Associates** – Jefferson City, MO

It has been determined that Michael H. Morris and Associates has submitted a responsive proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Michael H. Morris and Associates has submitted a non-responsive proposal.

Note: proposed \$24,000 annually

**Method of Performance**

**Strengths:**

- Will only represent six clients at a time (pg. 5)
- He provided a good summary of how he would review the daily journals and also how he would work with staffers to draft and track legislation.
- Lowest bid. Affordable
- Reading all journals give in-depth insight in actions of General Assembly
- Acceptable reporting processes
- Identified lead lobbyist
- The most comparable to what we currently have for a lobbyist today, small client list, more individualized attention

**Concerns:**

- As the only employee of the lobbying firm, there isn't a back up person to rely on
- Written proposal is not very specific
- One person, may not be a disadvantage, but could result in some limitations.
- Didn't do as well as some others in highlighting legislative accomplishments.
- Has limited staff resources
- Maintains limited client resources
- Single firm, how is County represented when conflict identified?

**Experience/Expertise of Offeror**

**Strengths:**

- County experience working as Chief of Staff for State Senator Luann Ridgeway, Clay County (pg. 2).
- Experience working with individuals of both political parties (pg. 5).
- Has had lengthy experience in the governmental sector, including several years as Staff Director for the Missouri Senate Appropriations Committee and as director of Legislation and Regulation.

- He has worked for Democratic and Republican Senators and under appointment by a Governor of each party.
- His work on retirement issues could be beneficial.
- Experience as governmental staff other than as lobbyist
- Has worked on both sides of the aisle with his career in government

**Concerns:**

- Besides MCTA, doesn't have tenured client list. Limited firm history - firm started in 2013. What was client history with Prestige Partners?
- He didn't provide any examples of legislative changes that resulted from his advocacy.
- No insurance required to date of other clients. Does not carry liability insurance

Current Client list (MO Ethics Commission):

- ASSOCIATION OF RETIRED MISSOURI STATE EMPLOYEES – 2/4/2014
- MISSOURI ASPHALT PAVEMENT ASSOCIATION – 4/15/2014
- MISSOURI ASSOCIATION OF BARBERS AND COSMETOLOGISTS – 3/24/2014
- MISSOURI CABLE TELECOMMUNICATIONS (MCTA) – 1/2/2013
- PRESTIGE POWERS – 1/2/2013

Summary: Initial evaluation meeting was October 28, 2014. Following discussion, evaluating and scoring, they did not make short-list for interview.

**OFFEROR #2: Hirner Associates, LLC – Jefferson City, MO**

It has been determined that **Hirner Associates, LLC** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Hirner Associates, LLC** has submitted a **non-responsive** proposal.

Note: proposed \$25,000 annually

**Method of Performance**

**Strengths:**

- Example provided is a detailed work product with strong analysis
- Detailed information provided regarding the scope of work and implementation process.
- Highly professional response. Team approach may increase availability and they emphasized the importance of being in the room when action was being taken that could impact their clients.
- Acceptable strategy and reporting outlines and processes.
- Identified lead lobbyist
- Recognized the difference in 1<sup>st</sup> class counties
- Importance of an early start pre-file
- Affordable

**Concerns:**

- Response indicated lack of understanding for all county officials.
- Single firm. How is County represented when conflict identified?

**Experience/Expertise of Offeror**

**Strengths:**

- Strong experience reading, interpreting and drafting legislation
- J.D. and PhD.
- Previous experience with Missouri Executive branch.
- Lots of different political connections in the Missouri Executive Branch which could be very helpful

**Concerns:**

- Limited firm history.
- Impressive work history and experience, though limited experience with Missouri lobbying – firm recently established.
- Proposal doesn't describe the ability to work with both political parties
- Much of recent legislative experience was in IL. Are contacts in Missouri legislature still in place?
- Does not carry liability insurance

- Recent experience not in Missouri government sector.
- No staff and experience identified.
- Not recognizing they would be representing all elected officials and the courts not just the Commission

Current Client list (MO Ethics Commission):

- HIRNER ASSOCIATES LLC -- 1/13/2014
- MADSEN & WRIGHT INC -- 1/13/2014
- REGULATORY ENVIRONMENTAL GROUP FOR MISSOURI -- 10/8/2014

Summary: Initial evaluation meeting was October 28, 2014. Following discussion, evaluating and scoring, they not make short-list for interview.

**OFFEROR #3: Harness & Associates, LLC – Jefferson City, MO**

It has been determined that **Harness & Associates, LLC** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Harness & Associates, LLC** has submitted a **non-responsive** proposal.

Note: proposed \$27,500 annually. Offered \$25,000 after BAFO #1.

**Method of Performance**

**Strengths:**

- Mentions monitoring Missouri Register for changes in State Code of Regulations
- Overall, a very well written, clear and concise proposal. Good explanation of their scope of work.
- Good format of their legislative updates, more narrative, not just what is released for general information regarding bill status.
- Acceptable strategy and reporting outlines and processes.
- Dual firms to provide protection for County when conflict identified.
- Lead lobbyists identified
- Affordable
- Seems to grasp the need to pre plan for the upcoming session and develop a strategic plan.
- Follow up after legislation passed to make sure the rule making is consistent with our need
- Building of coalitions with common interests

**Concerns:**

- Please address how you would handle and address the transition related to end of year 2014 and pre-filing of bills.
- Did not demonstrate understanding of representing all elected officials. (question to ask during interview)
- Did not see client list referred to attached to their proposal response. Please return.
- Discuss how you navigate a conflict between the Missouri Press Association and Boone County on a proposed sunshine act amendment.

**Experience/Expertise of Offeror**

**Strengths:**

- Ability to work with both political parties
- Written response includes detailed examples of lobbying successes
- Have tenured and diverse client list
- Have experience with government type clients
- Did an excellent job of highlighting legislative successes. Experience with storm water issues.
- Both principals appear to have extensive histories within the Missouri legislature.
- Woman owned company
- 10 years of organization

- Seems to have strength in environmental issues which I believe will be more needed in the future

**Concerns:**

- Did not identify staff and experience. Are there associates that will be working on our account and if so, who are they?
- Have Harness and Iman worked together successfully for other clients? Or is this the first time they have partnered?
- Two different types of legislative reports were presented under Legislative Analysis tab. Which is an example of how the counties would be presented if awarded the contract?
- No current insurance. If awarded the contract, would you obtain a minimum of one (1) million of professional liability insurance?

Current Client list (MO Ethics Commission):

Kyna Iman

- AMERICAN RED CROSS - MISSOURI CHAPTER - 3/7/2010
- CORPORATE SECURITY ADVISORS ASSOCIATION - 2/10/2014
- CREVE COEUR FIRE PROTECTION DISTRICT- 3/7/2010
- GIFTED ASSOCIATION OF MISSOURI - 5/25/2001
- METROPOLITAN ST. LOUIS SEWER DISTRICT - 3/9/2007
- MID-AMERICA RETAIL FOOD JOINT LABOR MANAGEMENT COMMITTEE - 1/23/2009
- MISSOURI ALLIANCE FOR ART EDUCATION - 8/25/2010
- MISSOURI ASSOCIATION OF RURAL HEALTH CLINICS - 3/9/2007
- MISSOURI ASSOCIATION OF RV PARKS & CAMPGROUNDS - 2/10/2014
- MISSOURI CANOE & FLOATERS ASSOCIATION - 11/30/2006
- MISSOURI CITIZENS FOR THE ARTS - 5/25/2001
- MISSOURI COALITION FOR INTERIOR DESIGNERS - 1/23/2009
- MISSOURI HUMANITIES COUNCIL - 12/12/2011
- MISSOURI NURSES ASSOCIATION - 1/4/2005
- MISSOURI SOUTHERN STATE UNIVERSITY - 11/30/2006
- PENMAN & WINTON - 8/25/2010
- THE BOEING COMPANY - 1/20/2012

Kathi Harness:

- AMERESCO, INC. - 7/12/2004
- AMERICAN INSTITUTE OF ARCHITECTS OF MISSOURI - 1/11/2005
- GOODRICH QUALITY THEATERS, INC. - 1/3/2001
- HARNESS & ASSOCIATES, L.L.C.- 6/11/2012
- METRO - 2/6/2004
- MISSOURI AMUSEMENT MACHINE OPERATORS ASSOCIATION - 12/8/2011
- MISSOURI BEER WHOLESALERS ASSOCIATION - 7/4/2011
- NORTHPORT HEALTH SERVICES, INC. - 3/8/2005
- OTSUKA AMERICA PHARMACEUTICALS, INC. - 2/2/2013
- ST. LUKE HEALTH SYSTEM - 1/12/2004
- WORTH HARLEY DAVIDSON - 12/11/2013



Summary: Initial evaluation meeting was October 28, 2014. Following discussion, evaluating and scoring, they did make short-list for interview.

**OFFEROR #4: Gateway Government Relations** – Jefferson City, MO (and The SwainGroup Inc).

It has been determined that Gateway Government Relations has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Gateway Government Relations has submitted a **non-responsive** proposal.

Note: Has office in both Jefferson City and St. Louis

Note: proposed \$32,000. Stayed at \$32,000 after BAFO #1.

**Method of Performance**

**Strengths:**

- Written response nicely outlines each team member's roles
- This proposal was unique in the way it divided responsibilities between the three individuals. This specialization could be good as long as communication and collaboration is effective.
- One partner based in Boone County which provides unique understanding of issues.
- Dual firms provide protection for County when conflict identified.
- Strategy and reporting listed specific assignments and tasks.
- Both Republican and Democratic clients
- Strong political connections

**Concerns:**

- Format was different; hard to determine if they addressed all the points in RFP. It was determined that they were responsive. (just a note – not for clarification).
- Stated in proposal response that an exclusive agreement with Irl Scissors, Sarah Martin and Scott Swain will be the “only lobbyists representing the County in Missouri” (pg. 1-2). Provide clarification to the intent of that statement.
- Describe the accessibility of Scott Swain given that he resides in Boone County (and Irl Scissors is the proposed lead out of St. Louis).
- Discuss how you would navigate a conflict between Boone Hospital and Boone County.
- Cost

**Experience/Expertise of Offeror**

**Strengths:**

- Founded in 2005 (pg. 3)
- Demonstrate ability to work with both political parties
- Combined - have tenured and diverse client list
- Written response includes detailed examples of lobbying successes
- One principal has J.D., associate served as policy director for House Minority Leader.
- First group to show DC lobbying experience.
- Lengthy list of prior clients of varying tenure.

- Strong list of clients

**Concerns:**

- Does Gateway has previous lobbying experience for local government?
- If enter into a contract, will need F-Verify completed
- Have Gateway and Swain worked together successfully for other clients?
- With lengthy client list, will they have difficulty being at committee meetings/hearings as needed?
- Given that you have not represented governmental clients in the past two years, how are the interests of a governmental client different from those of your typical clients?
- Did not identify staff and experience. Are there associates that will be working on our account and if so, who are they?
- Under insurance, listed "n/a". If awarded the contract, would you obtain a minimum of one (1) million of professional liability insurance?

**Current Client list (MO Ethics Commission):**

**Irl Scissors**

- AMERICAN CAMP ASSOCIATION - 1/23/2006
- CHAMELEON INTEGRATED SERVICES - 8/9/2012
- GATEWAY GOVERNMENT RELATIONS - 8/9/2012
- ILS CONSULTING, LLC - 12/2/2005
- MISSOURIANS FOR A BALANCED ENERGY FUTURE - 1/29/2009
- PROTECT MISSOURI WORKERS - 8/9/2012
- SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD, - 1/7/2010

**Scott Swain**

- ANTHEM BLUE CROSS BLUE SHIELD OF MISSOURI - 9/12/2006
- BOONE HOSPITAL CENTER BOARD OF TRUSTEES - 2/4/2011
- CITY OF HOLTS SUMMIT, MISSOURI - 4/23/2012
- GREAT KANSAS CITY LOCAL INITIATIVES SUPPORT CORPORATION - 3/27/2006
- JOHNSTON & ASSOCIATES, INC. - 1/23/2002
- KC HEALTHY KIDS - 1/27/2014
- LINQ3 - 3/12/2013
- MISSOURI SOYBEAN ASSOCIATION - 1/8/2009
- SCOMM - 1/7/2003
- STEVEN CARROLL & ASSOCIATES O/B/O XCALIBER INTERNATIONAL LTD., LLC - 2/11/2014
- STUDENTSFIRST - 1/26/2012
- SWISSRE - 2/5/2013
- THE MISSOURI HEALTHCARE ASSOCIATION - 1/4/2007
- THE SWAIN GROUP - 2/14/2002
- VERIZON COMMUNICATIONS - 9/7/2010
- VERIZON WIRELESS - 12/28/2001

Summary: Initial evaluation meeting was October 28, 2014. Following discussion, evaluating and scoring, they did make short-list for interview.

**OFFEROR #5: Catalyst - Kansas City, MO**

It has been determined that Catalyst has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Catalyst has submitted a **non-responsive** proposal.

Note: proposed \$36,000 annually

**Method of Performance**

**Strengths:**

- Appear to understand our scope of work
- Offered examples of detailed reports on strategy and reporting processes.
- One partner based in Boone County which provides unique understanding of issues.

**Concerns:**

- Under Work History section it appears they copied and pasted from the RFP. It may be that these same activities are completed for Jackson County, but may raise concern about effort in completing RFP.
- With lengthy client list, will they have difficulty being at committee meetings/hearings as needed?
- Lead lobbyist located in Kansas City.
- Single firm. How is County represented when conflict identified?
- Cost
- Has umbrella insurance policy. Does Pfeifer's policy cover Catalyst? If awarded the contract, would you obtain a minimum of one (1) million of professional liability insurance?

**Experience/Expertise of Offeror**

**Strengths:**

- Jackson County as client shows some knowledge of county government services; however they are a charter county.
- Have tenured and diverse client list

**Concerns:**

- Do they have the ability to work with both political parties?
- Discuss how you would navigate a conflict between Jackson County and Boone County.
- Eaton appears to have only worked with firm since 1/2014.
- Explanation of experience focused on multi state and national backgrounds.
- Did not identify staff and experience. Are there associates that will be working on our account and if so, who are they?
- Is Boone County a large enough client for Catalyst for us to receive adequate representation?

Current Client list (MO Ethics Commission):

- AMERICAN LEGAL FINANCE ASSOCIATION - 3/12/2013

- ASIIBRITT ENVIRONMENTAL - 2/1/2007
- BREWER SCIENCE - 7/18/2011
- CATALYST GROUP - 1/25/2007
- COMMUNITY LINC- 1/3/2013
- EMERSON - 2/1/2007
- EVOLUTIONS ENTERPRISES - 3/26/2012
- FAIR ELECTRICITY RATE ACTION FUND (FERAF) - 4/28/2010
- FMC CORPORATION - 7/17/2012
- GARRISON DEVELOPMENT COMPANY- 10/14/2008
- HEALTHCARE FOUNDATION OF GREATER KANSAS CITY - 11/18/2013
- JACKSON COUNTY EXECUTIVES OFFICE- 3/26/2012
- JACKSON COUNTY SPORTS COMPLEX AUTHORITY - 1/7/2013
- MIDWEST HEMOPHILIA ASSOCIATION- 2/7/2011
- MISSOURI AFL-CIO- 1/29/2014
- MISSOURI FULL EMPLOYMENT GROUP - 1/14/2013
- ONLINE LENDERS ALLIANCE - 10/3/2008
- OZARKS TECHNICAL COMMUNITY COLLEGE - 1/20/2010
- SICKLE CELL DISEASE COMMUNITY ADVOCATES- 12/21/2009
- TESLA MOTORS INC. - 5/9/2014
- WOMEN'S FOUNDATION OF GREATER KANSAS CITY - 4/21/2014

Summary: Initial evaluation meeting was October 28, 2014. Following discussion, evaluating and scoring, they did not make the short-list for interview.

OFFEROR #6: Grote & Associates (Columbia, MO) and Penman & Winton Consulting Group (Jefferson City, MO)

It has been determined that **Grote & Associates and Penman & Winton Consulting Group** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Grote & Associates and Penman & Winton Consulting Group** has submitted a **non-responsive** proposal.

Note: proposed \$38,500 annually + \$2,500 expenses. \$2,500 retainer due upon initiation of the contract. Dropped to \$33,500 after BAFO #1 plus an expense line of \$2,500 and expenses would be approved by the County in advance.

Method of Performance

**Strengths:**

- Has insurance
- Like the emphasis on reputation, integrity and clients who serve a public interest.
- Well written scope of work which demonstrates strong background and well developed approach. Boone County residents highlighted.
- Noted need to get started sooner rather than later after contract is executed.
- Identified all partners and leads.
- Lobbyists are based in Boone County which provide unique understanding of issues.
- Dual firms provide protection for County when conflict identified.
- Acceptable strategy and reporting outlines and processes.
- Lot of staff
- Demonstrated ability to work with both political parties.

**Concerns:**

- Legislative drafting left to the county. This is different than other proposals, why?
- Cost
- Discuss how you would navigate a conflict between CERF & other government clients and Boone County.

Experience/Expertise of Offeror

**Strengths:**

- Penman & Winton – a government consulting firm since 1994
- Michael Grote, J.D. of Grote & Associates was a lobbyist for 10 years for the Missouri Chamber of Commerce and Industry (2001)
- Have tenured and diverse client list
- Has government agency client experience
- Grote/Penman/Winton have worked on other clients jointly
- Ability to work with both political parties

- Strong relationships with House Budget and Senate Appropriation Committees and Columbia Delegation.
- Large number in group with varying degrees and areas of emphasis.
- Grote has been involved in campaigns with Schaefer, Riddle and Caleb Jones
- Would like to get a better understanding of Grote's role with Missouri Chamber Legal Foundation "reforming the legal system"
- Penman and Winston client list includes CERF-is this a possible conflict or asset? Recorder's Association?
- Maintains County clientele
- Identified all staff and experience
- Grote has worked with Boone County and REDI on other legislative efforts on Data center legislation
- Penman and Winton have a great reputation at the capitol

**Concerns:**

- Is Boone County a large enough client for Grote/Penman/Winton for us to receive adequate representation?
- With lengthy client list, will they have difficulty being at committee meetings/hearings as needed?
- Provide more detail on subcontractor relationships.
- Two different types of legislative reports were presented. Which is an example of how the County's would be presented if awarded the contract?

**Current Client list (MO Ethics Commission):**

**Grote:**

- BRISTOL-MYERS SQUIBB COMPANY - 1/29/2009
- CGI TECHNOLOGIES & SOLUTIONS INC. - 12/17/2008
- CITY UTILITIES OF SPRINGFIELD, MISSOURI - 1/29/2009
- DOGWOOD ENERGY L.L.C. - 2/7/2013
- FARM EQUIPMENT MANUFACTURERS ASSOCIATION - 1/5/2011
- GROTE & ASSOCIATES, INC. - 1/17/2008
- HEALTH MANAGEMENT SYSTEMS - 1/5/2011
- JOHNSTON & ASSOCIATES, INC. - 12/17/2008
- MISSOURI AMBULANCE ASSOCIATION - 1/31/2011
- MISSOURI PORK ASSOCIATION - 2/27/2011
- MISSOURI PROPANE GAS ASSOCIATION - 1/5/2011
- MISSOURI RESTAURANT ASSOCIATION - 1/5/2011
- MISSOURI SCHOOL BOARDS ASSOCIATION - 1/17/2008
- OXFORD HEALTH CARE - 10/29/2012
- PENN NATIONAL GAMING - 1/5/2011
- PORT AUTHORITY OF KANSAS CITY - 1/5/2011
- TESLA MOTORS INC. - 5/9/2014
- WESTERN GOVERNORS UNIVERSITY - 4/8/2014

**Penman**

- ACUPUNCTURE ASSOCIATION OF MISSOURI - 12/19/2000
- BI-LINGUAL INTERNATIONAL ASSISTANT SERVICES - 12/16/2005

- BJC HEALTHCARE SYSTEMS - 1/19/2001
- COUNTY EMPLOYEES RETIREMENT FUND- 10/10/2002
- COXHEALTH - 2/5/2008
- DIRECTV, INC.- 3/24/2010
- DISH NETWORK LLC- 3/24/2010
- DORAL DENTAL USA - 2/3/2006
- FAMILY RESOURCE CENTER - 3/15/2001
- FIG LLC AND ITS AFFILIATES - 8/7/2014
- GATEWAY FOUNDATION, INC.- 3/2/2009
- HEALTH MANAGEMENT SYSTEMS - 10/14/2009
- ITC HOLDINGS CORP.- 7/21/2014
- JEWISH FEDERATIONS OF ST. LOUIS - 12/19/2000
- MARCH OF DIMES FOUNDATION, MISSOURI CHAPTER- 1/23/2013
- MERS/MISSOURI GOODWILL INDUSTRIES - 6/3/2003
- METROPOLITAN ST. LOUIS SEWER DISTRICT - 12/26/2006
- MISSOURI 911 DIRECTORS ASSOCIATION- 2/27/2013
- MISSOURI ASSOCIATION OF RURAL HEALTH CLINICS - 3/15/2007
- MISSOURI CHAPTER OF THE ASSOCIATION OF PUBLIC SAFETY - COMMUNICATIONS OFFICIALS - 2/27/2013
- MISSOURI CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION - 2/27/2013
- MISSOURI COUNCIL FOR IN-HOME SERVICES - 12/4/2001
- MISSOURI FAMILY HEALTH COUNCIL, INC. - 11/14/2005
- MISSOURI FOUNDATION FOR HEALTH - 2/23/2005
- MISSOURI SCHOOL BOARDS ASSOCIATION - 2/26/2014
- NATIONAL ASSOCIATION OF SOCIAL WORKERS- 11/1/2000
- PAGE MINDER - 12/19/2000
- PFIZER, INC. - 8/27/2007
- RECORDERS' ASSOCIATION OF MISSOURI - 12/19/2000
- SATELLITE BROADCASTING AND COMMUNICATIONS ASSOCIATION - 12/19/2013
- SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI AND ITS AFFILIATES - 12/8/2011
- TESLA MOTORS INC. - 5/9/2014
- WESTERN GOVERNORS UNIVERSITY - 4/7/2014

Summary: Initial evaluation meeting was October 28, 2014. Following discussion, evaluating and scoring, they did make short-list for interview.



**Summary:**

The evaluation committee initially met on October 28. Following evaluation and initial scoring, the top three scored Offerors were invited for interview on November 3, 2014: Penman and Winton Consulting Group / Grote & Associates Inc; Harness and Associates, L.L.C.; Gateway Government Relations. Following interviews, the top three Offerors were scored.

**Recommendation for Award:** Grote & Associates and Penman & Winton Consulting Group

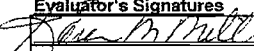
**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

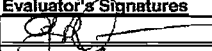
Scoring for short-list/interviews

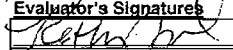
**REQUEST FOR PROPOSAL NUMBER - 41-07OCT14 - Lobbying Services**  
 Melinda Bobbitt, CPPO, Director of Purchasing


NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Michael H. Morris and Associates	8	12	20	50	70.0
Hirner Associates, LLC	12	10	22	48	70.0
Harness & Associates, L.L.C.	21	18	39	44	83.0
Gateway Government Relations	23	18	41	38	79.0
Catalyst	18	13	31	34	65.0
Grote & Associates and Penman & Winton Consulting Group	24	19	43	31	74.0

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

**Evaluator's Signatures**      **Date**  
      10/28/14  
 Karen Miller, Boone County Commissioner

**Evaluator's Signatures**      **Date**  
      10/28/14  
 CJ Dykhous, Legal Counsel

**Evaluator's Signatures**      **Date**  
      10/28/14  
 Kathy Lloyd, Court Administrator

**Evaluator's Signatures**      **Date**  
      10/29/2014  
 Bettie Johnson, Boone County Recorder

**Evaluator's Signatures**      **Date**  
      10-28-14  
 Nicole Galloway, Boone County Treasurer

**EVALUATION REPORT FORM**  
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI


Scoring of Short List

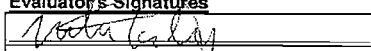
REQUEST FOR PROPOSAL NUMBER - 41-07OCT14 - Lobbying Services  
Melinda Bobbitt, CPPO, Director of Purchasing

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Harness & Associates, L.L.C.	18	15	33	50	83.0
Gateway Government Relations	24	19	43	39	82.0
Grote & Associates and Penman & Winton Consulting Group	29	20	49	38	87.0

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

<u>Evaluator's Signatures</u>	<u>Date</u>
	11/03/14
Karen M. Miller, Boone County Commissioner	

<u>Evaluator's Signatures</u>	<u>Date</u>
	11/03/14
Kathy S. Lloyd, Court Administrator	

<u>Evaluator's Signatures</u>	<u>Date</u>
	11-3-14
Nicole Galloway, Boone County Treasurer	

**AGREEMENT FOR  
LEGISLATIVE CONSULTANT – LOBBYING SERVICES**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Penman and Winton Consulting Group / Grote & Associates 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 Agreement for **Legislative Consultant - Lobbying Services**, County of Boone Request for Proposal number **41-07OCT14**, County Best and Final Offer, Work Authorization Certification, Debarment Certification, Insurance Requirements, Contractor’s proposal response dated October 6, 2014 and Best and Final Offer Response dated October 31, 2014, both executed by D. Scott Penman and Michael Grote on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement and County of Boone Request for Proposal number 41-07OCT14 shall prevail and control over the Contractor’s Proposal and Best and Final Offer responses.

2. **Contract Duration** – This contract agreement is effective for the period **January 1, 2015 through December 31, 2015**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County **for four additional one year periods** and thereafter will automatically renew until either the County or the Contractor provide a thirty day advance written notice of termination.

3. **Scope of Service** – Consultant agrees to provide consulting services to County by researching and monitoring legislation and representing the County before the Missouri State General Assembly, including the following specific services:

- Review pre-filed bills applicable to county government and, in particular, counties of the first class.
- Provide the County Officials, upon request, copies of proposed legislation applicable to County governments or as would otherwise relate to or affect the operation of County government.
- Coordinate with the proposed sponsor and the Boone County delegation to get Boone County prepared legislative amendments introduced to the General Assembly as directed by various County officials.
- Individually contact state legislators to explain County positions on various legislation proposals taken by the county and/or its officers.

- Testify or attend legislative hearings on behalf of Boone County as directed when Boone County officials are not available.
- Provide legislative updates to County weekly through electronic media and in person at least bi-weekly during the legislative session.
- Coordinate lobbying efforts with other organizations involved with issues common to Boone County as directed by relevant County officials.
- Coordinate meetings with various departments and agencies of state government at the County's request.
- Attend meetings as directed by the County officials.
- Assist in drafting legislation or amendments as needed.

Services under this agreement may not be subcontracted, but may be performed by the Consultant's employees if approved by the County Commission.

4. **Compensation** – In exchange for the Consultant services as specified above, the County agrees to pay the Consultant a total sum of thirty three thousand five hundred dollars (\$33,500.00) for calendar year 2015, payable upon invoice in monthly installments, on or before the last day of the month of invoice. Services shall commence on the 1<sup>st</sup> day of January, 2015. In addition, the Consultant may be reimbursed for such expenses the Consultant incurs if pre-approved by order of the Boone County Commission for up to \$2,500 annually. In this regard, it is explicitly understood and agreed that the County shall not be responsible for payment of any Consultant expenses unless said expenses are identified and authorized prior to being incurred by order of a majority vote of the Boone County Commission. Alternatively, such expenses may be pre-approved by the Presiding County Commissioner if he has been authorized to approve such expenses by order of a majority vote of the Boone County Commission, and only when such approval is within the scope of such authorization. All billing shall be invoiced to the Boone County Commission office for service described in the proposal specifications.

Invoices shall be submitted no more frequently than once every 30 days, and shall contain sufficient detail so as to allow County to verify percentage completion of the various tasks described in paragraph 3. The County agrees to pay all invoices within thirty days of receipt of a correct and valid monthly invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or


contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County Commission, delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. County may terminate this agreement for convenience by providing the Contractor with 30 days written notice with payment for work incurred prior to notification of the County's intent to terminate, and any agreed-to wrap-up work from the date of notification until contract termination.
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

**PENMAN AND WINTON CONSULTING GROUP**

By:   
\_\_\_\_\_ d. Scott Penman

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

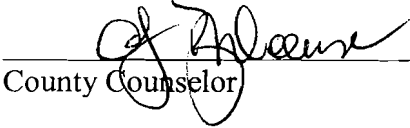
**GROTE & ASSOCIATES INC.**

By:   
\_\_\_\_\_ Michael Grote

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION:**

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

1121-71101 / \$33,500 annually  
with up to \$2,500 pre-approved expenses

Signature

Date

Appropriation Account

**AGREEMENT FOR  
LEGISLATIVE CONSULTANT – LOBBYING SERVICES**

**THIS AGREEMENT** dated the 18<sup>th</sup> day of November 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Penman and Winton Consulting Group / Grote & Associates 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 Agreement for **Legislative Consultant - Lobbying Services**, County of Boone Request for Proposal number **41-07OCT14**, County Best and Final Offer, Work Authorization Certification, Debarment Certification, Insurance Requirements, Contractor’s proposal response dated October 6, 2014 and Best and Final Offer Response dated October 31, 2014, both executed by D. Scott Penman and Michael Grote on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement and County of Boone Request for Proposal number 41-07OCT14 shall prevail and control over the Contractor’s Proposal and Best and Final Offer responses.

2. **Contract Duration** – This contract agreement is effective for the period **January 1, 2015 through December 31, 2015**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County **for four additional one year periods** and thereafter will automatically renew until either the County or the Contractor provide a thirty day advance written notice of termination.

3. **Scope of Service** – Consultant agrees to provide consulting services to County by researching and monitoring legislation and representing the County before the Missouri State General Assembly, including the following specific services:

- Review pre-filed bills applicable to county government and, in particular, counties of the first class.
- Provide the County Officials, upon request, copies of proposed legislation applicable to County governments or as would otherwise relate to or affect the operation of County government.
- Coordinate with the proposed sponsor and the Boone County delegation to get Boone County prepared legislative amendments introduced to the General Assembly as directed by various County officials.
- Individually contact state legislators to explain County positions on various legislation proposals taken by the county and/or its officers.

531-2014

- Testify or attend legislative hearings on behalf of Boone County as directed when Boone County officials are not available.
- Provide legislative updates to County weekly through electronic media and in person at least bi-weekly during the legislative session.
- Coordinate lobbying efforts with other organizations involved with issues common to Boone County as directed by relevant County officials.
- Coordinate meetings with various departments and agencies of state government at the County's request.
- Attend meetings as directed by the County officials.
- Assist in drafting legislation or amendments as needed.

Services under this agreement may not be subcontracted, but may be performed by the Consultant's employees if approved by the County Commission.

4. **Compensation** – In exchange for the Consultant services as specified above, the County agrees to pay the Consultant a total sum of thirty three thousand five hundred dollars (\$33,500.00) for calendar year 2015, payable upon invoice in monthly installments, on or before the last day of the month of invoice. Services shall commence on the 1<sup>st</sup> day of January, 2015. In addition, the Consultant may be reimbursed for such expenses the Consultant incurs if pre-approved by order of the Boone County Commission for up to \$2,500 annually. In this regard, it is explicitly understood and agreed that the County shall not be responsible for payment of any Consultant expenses unless said expenses are identified and authorized prior to being incurred by order of a majority vote of the Boone County Commission. Alternatively, such expenses may be pre-approved by the Presiding County Commissioner if he has been authorized to approve such expenses by order of a majority vote of the Boone County Commission, and only when such approval is within the scope of such authorization. All billing shall be invoiced to the Boone County Commission office for service described in the proposal specifications.

Invoices shall be submitted no more frequently than once every 30 days, and shall contain sufficient detail so as to allow County to verify percentage completion of the various tasks described in paragraph 3. The County agrees to pay all invoices within thirty days of receipt of a correct and valid monthly invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or



531-2614


contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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


- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County Commission, delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. County may terminate this agreement for convenience by providing the Contractor with 30 days written notice with payment for work incurred prior to notification of the County's intent to terminate, and any agreed-to wrap-up work from the date of notification until contract termination.
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

**PENMAN AND WINTON CONSULTING GROUP**

By:   
d. Scott Penman

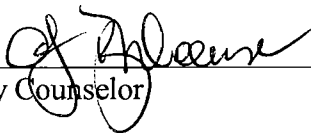
**BOONE COUNTY, MISSOURI**

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

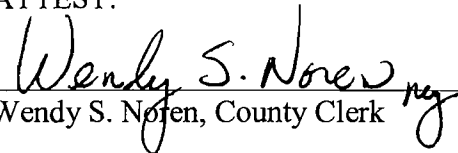
**GROTE & ASSOCIATES INC.**

By:   
Michael Grote

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION:**

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

1121-71101 / \$33,500 annually  
with up to \$2,500 pre-approved expenses

Signature	Date	Appropriation Account
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10/31/14

**BOONE COUNTY - MISSOURI**  
**PROPOSAL: 41-07OCT14 – Lobbying Services**

**CLARIFICATION / BEST AND FINAL OFFER FORM #1**

This Clarification / BAFO is issued and incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this BAFO should be acknowledged and submitted on or before 4:00 p.m. October 31, 2014.

**CLARIFICATION – please provide a response to the following requests.**

- 1.1. Legislative drafting left to the county. This is different than other proposals received, why?
- 1.1. Cost
- 1.3. Discuss how you would navigate a conflict between CERF & other government clients and Boone County.
- 1.4. Is Boone County a large enough client for Grote/Penman/Winton for us to receive adequate representation?
- 1.5. With lengthy client list, will they have difficulty being at committee meetings/hearings as needed?
- 1.6. Provide more detail on subcontractor relationships.
- 1.7. Two different types of legislative reports were presented. Which is an example of how the County's would be presented if awarded the contract?

In compliance with this BAFO request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm.



Company Name: Penman and Winton Consulting Group / Grote & Associates Inc.

Address: 28 North 8th Street, Suite 317 Columbia, MO 65201

Telephone: 573.256.7060 Fax: 573.445.8888

Federal Tax ID (or Social Security #): 43-1732207 PWCG 55-0887360 GA

Print Name: D. Scott Penman Michael Grote Title: Partner / General Counsel

  Date: \_\_\_\_\_

E-mail: scott@penman-winton.com / mike@g12.us

### **1.1 – Legislative drafting left to the county. This is different than other proposals received, why?**

To clarify the response, the Grote and Associates and Penman and Winton (GA&PW) team will draft the legislation but will require the assistance of the county to ensure that language appropriately addresses the needs of Boone County.

The team will not draft language without review by the appropriate individuals from Boone County. The GA&PW team will work with the designated staff from Boone County to develop and write legislation and amendments as necessary. Additionally, prior to the drafting of language, the GA&PW team will identify a legislative sponsor of the language and coordinate with the legislator and their designated staff to ensure that all parties are involved in the drafting process. This will assist in eliminating unintended and negative consequences and outcomes for Boone County.

The GA&PW team has extensive skills in drafting legislation, developing regulations and working with House and Senate staff to ensure that the legislative intent of Boone County is embodied in the legislation filed. Additionally, as an attorney Michael Grote will provide Boone County with a valuable legal perspective during the process of drafting legislation and critical amendments.

We are confident that our method of proactive involvement of all county and legislative stakeholders during the development process of legislation provides the best opportunity for positive legislative outcomes.

### **1.2 - Cost**

The GA&PW team would offer the services as outlined within the proposal for \$33,500. The fees for services are based upon the skills and resources of two firms dedicated to the representation of Boone County which possess superior relationships not only with the Boone County delegation but also with the other members of the General Assembly.

The GA&PW team has the unique advantage of offering three full-time lobbyists in the Capitol building every day monitoring committees, working with legislators, negotiating legislation and protecting clients' interests. The combined firms also offer the added resources of their in-house and sub-contracted staff. Other governmental affairs firms do not offer the quantity, nor the quality, of dedicated manpower, exceptional services and resources provided by our firms.

GA&PW has a strong interest in representing the interests of Boone County. Assuring Boone County is well represented in the state capitol is assuring the strength and future of our own community. It is where we live, where we are raising our families and educating our children. Additionally, we are prepared to modify our bid and provide the same level of services as described in the RFP and our original response for the reduced fee of \$33,500.

The team would also request an expense line for each year not to exceed \$2,500. Expenses would be incurred under the parameters of the agreement and approved by the County in advance.

**1.3. Discuss how you would navigate a conflict between CERF and other government clients and Boone County.**

Should a conflict arise between Boone County and CERF, the GA&PW team would first attempt to resolve the conflict. If that is not possible, Grote and Associates would represent the interests of Boone County. Penman & Winton would represent the interests of CERF.

A conflict between two clients has rarely arisen and never has one been unresolvable. The two firms have extensive experience working together either when representing a shared client or when clients have overlapping interest on issues. Both firms also have opposed one another on legislation.

The team approach presented by AG&PW helps assure the County will receive representation even if a conflict of interest were to arise. This can be done quickly and effectively without losing momentum for any client's legislative initiatives.

**1.4 Is Boone County a large enough client for Grote/Penman/Winton for us to receive adequate representation?**

Both Grote and Associates and Penman and Winton Consulting Group pride themselves on well-tested client portfolio management philosophies that allow exceptional services to be provided to all clients. Our team's client lists are full of long-term clients of varying sizes for whom we have generated many successes. Neither firm takes on more responsibility than it can appropriately manage, and no client ever receives anything other than excellent representation. Boone County will receive exceptional representation from our team of lobbyists, sub-contractors and staff.

The GA&PW team has three full-time lobbyists who daily are in the Capitol not only during the legislative session, but also throughout the year as client initiatives progress. GA&PW has both the staff and capacity to focus on the issues of all clients, no matter their size or interests.

Additionally, through years of working in the Capitol, team members have developed an extensive network of relationship with colleagues to provide an additional layer of coverage in committee hearings and other relevant meetings so that every issue impacting Boone County will go observed and represented. In addition to three lobbyists the GA&PW team also includes four full-time staff that provide additional resources and further ensure excellent representation for clients.

**1.6 With a lengthy client list, will they have difficulty being at committee meetings/hearings needed?**

As previously stated, the GA&PW team has extensive staff resources and relationships to provide coverage of committee hearings, legislative actions, interim committee meetings and administrative actions that could impact Boone County. Due to our existing client list we provide coverage in many committee hearings already and will be able to adjust our resources accordingly to provide exceptional representation to Boone County.

**1.7 Provide more detail on subcontractor relationships.**

Sub-contractors utilized by the GA&PW team provide additional assistance in the capitol, including attending committee hearings and meeting with legislators. Current sub-contractors include Kyna Iman, Chris Moody and Shanon Hawk. Combined they have more than 60 years of experience working with the Missouri General Assembly.

Below is biographical information about each of our current key subcontractors.

Kyna Iman

Since 1985, Kyna Iman has lobbied in Jefferson City on legislation ranging from education to economic development. Iman has worked extensively with all levels of state government on a variety of legislative issues. This work has facilitated a strong foundation with legislators and legislative staff in the state's capitol.

After lobbying on behalf of the Homebuilders Association of Greater St. Louis and serving as Executive Director of Missouri Citizens for the Arts, Iman became a contract lobbyist in 1993. Since that time, Iman has lobbied on behalf of entities such as The Boeing Company, Missouri Southern State University, and the Gifted Association of Missouri.

Iman's grassroots programs and strategies engage clients on the local level to promote their legislative agendas during session. Iman's experience and far reaching contacts within state government have provided clients access to all areas of the executive branch as well as the General Assembly.

Iman can be found in the State Capitol continuously during the legislative session and maintains contact with key elected officials and decision makers throughout the year. This contact assists in facilitating close relationships with legislators, the key to successful legislative outcomes. Iman's advocacy for clients doesn't end with the legislative session, but continues throughout the year.

### Shanon Hawk

Shanon Hawk has worked in the legal profession for over 29 years, with the last 20 years focused on governmental consulting in the Missouri State Capitol. She has worked for three of the largest law firms in Missouri and is currently the principal of SHawk Consulting, LLC. She maintains daily contact with members of the Missouri General Assembly, as well as statewide elected officials and many regulatory agencies. Shanon also has substantial experience in the development and administration of various interest groups, trade associations, and grassroots organizations. In addition, she manages several political action committees and is responsible for filing their reports with the Federal Elections Commission and Missouri Ethics Commission to ensure compliance with ethics laws. Her knowledge of the law and the legislative process, coupled with her experience and relationships, afford her the opportunity to provide a variety of services that both broadens and strengthens the services that Penman & Winton offer its clients.

In addition, Shanon serves as a coach for the Sue Shear Institute's 21<sup>st</sup> Century Leadership Academy which is part of the University of Missouri-St. Louis. The Academy encourages women's public service and civic engagement. She is also on the Board of the Missouri Society of Governmental Consultants (Sept. 2013 – present), which is an organization for registered lobbyists in Missouri that focuses on ethics laws, campaign finance, and compliance. In August 2013, The Missouri Times named Shanon as one of the top 100 people you should know at the capitol. The list was comprised of governmental relations staff, consultants/lobbyists, legislative staff and media. They said, "She is a master at building relationships because she is known for her honesty and sincerity on behalf of her clients. Being in Jefferson City year round makes her a go-to person for many of her firm's clients and it seems that she never stops working."

### Chris Moody

Chris Moody is the Senior Vice President of Jefferson City based governmental relations and consulting firm James R. Moody and Associates. Mr. Moody received a Bachelor of Arts in English from Westminster College in Fulton, Missouri in 2000. In 2001, Mr. Moody went to work for James R. Moody and Associates as an independent contract lobbyist representing a number of clients before the Missouri Legislature.

Mr. Moody has represented clients with interests in a wide range of industries, including but not limited to: healthcare, education, retirement, tourism, telecommunications, venture capital, community mental health, local government, Medicaid managed care, pharmaceutical industry, manufacturing, data processing, and public finance.

In addition to normal duties associated with representing his clients, Mr. Moody specializes in monitoring and understanding of the appropriations process. His well-informed and knowledgeable experience with the appropriations process provides him with a unique and historical understanding that few possess in the era of term limits. As an independent contractor,

Mr. Moody has monitored appropriations for other lobbying and governmental consulting firms, including Flotron and McIntosh (2004-2008), Brent Hemphill and Associates (2009), and Penman and Winton Consulting (2007-2014).

Mr. Moody believes in providing hard work and delivering accurate and timely information, without sacrificing quality or integrity. He has been dedicated to representing clients for over 14 sessions of the Missouri General Assembly.

**1.8 Two different types of legislative reports were presented. Which is an example of how the County's would be presented if awarded the contract?**

The different reports were presented simply as examples of the type of information that both firms present to their clients. The GA&PW team can present information to Boone County in either format that the County prefers. Both are electronically delivered on a weekly basis during the legislative session and in the form of special reports throughout the year. Additionally, if there is specific information or reasonable formatting that Boone County wishes to have added or deleted to their report, we are happy to make those accommodations.

# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

---

October 29, 2014

Grote and Associates Inc.  
Attn: Michael Grote, General Counsel  
28 North 8<sup>th</sup> Street, Suite 317  
Columbia, MO 65201

Penman & Winton Consulting Group  
Attn: Scott Penman, Principal Partner  
PO Box 684  
Jefferson City, MO 65102

E-mail: [Mike@ga2.us](mailto:Mike@ga2.us)

E-mail: [scott@penman-winton.com](mailto:scott@penman-winton.com)

RE: Clarification and Best & Final Offer #41-07OCT14 – *Lobbying Services*

Dear Mr. Penman and Mr. Grote:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your firm(s).

Your firm(s) has been selected for interview.

**Date:** Monday, November 3, 2014  
**Time:** 3:00 – 4:00 p.m. central time  
**Location:** Boone County Purchasing  
Boone County Annex  
613 E. Ash Street, Conference Room  
Columbia, MO 65201

In addition, the evaluation team would like for you to address the attached clarification questions in writing and also during your interview. Questions will be asked by our evaluation team throughout or at the end of your interview. If needed, we will have a laptop and projector available with Internet access.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

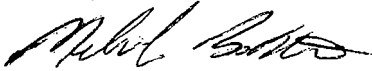


You are requested to respond to this BAFO by 4:00 p.m. **October 31, 2014** by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org) . Your written response will be distributed to the evaluation team.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail [Mbobbitt@boonecountymo.org](mailto:Mbobbitt@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPB  
Director of Purchasing

cc: Evaluation Team  
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1

**BOONE COUNTY - MISSOURI**  
**PROPOSAL: 41-07OCT14 – Lobbying Services**

**CLARIFICATION / BEST AND FINAL OFFER FORM #1**

This Clarification / BAFO is issued and incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this BAFO should be acknowledged and submitted on or before 4:00 p.m. October 31, 2014.

**CLARIFICATION – please provide a response to the following requests.**

1.1. Legislative drafting left to the county. This is different than other proposals received, why?

1.1. Cost

1.3. Discuss how you would navigate a conflict between CERF & other government clients and Boone County.

1.4. Is Boone County a large enough client for Grote/Penman/Winton for us to receive adequate representation?

1.5. With lengthy client list, will they have difficulty being at committee meetings/hearings as needed?

1.6. Provide more detail on subcontractor relationships.

1.7. Two different types of legislative reports were presented. Which is an example of how the County's would be presented if awarded the contract?

In compliance with this BAFO request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm.

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

IX. RESPONSE FORM - RFP41-07OCT14


Company Name: Grote and Associates Inc. and Penman and Winton Consulting Group  
Joint Proposal


Address: Grote and Associates Inc. Penman & Winton Consulting Group  
28 North 8th Street PO Box 684  
Suite 317 Jefferson City, Missouri 65102  
Columbia, Missouri 65201

573-256-7060 phone 573-635-6044 phone  
573-445-8888 fax 573-635-2858 fax  
Mike@ga2.us email scott@penman-winton.com

55-0887360 Federal Tax ID 43-1732207 Federal Tax ID

Name: Michael Grote Scott Penman  
General Counsel Principal Partner  
Grote and Associates Inc Penman & Winton Consulting Group

  
\_\_\_\_\_  
Oct 6 2014  
Date

  
\_\_\_\_\_  
Oct 6 2014  
Date

These signatures above verifies that Grote and Associates and Penman and Winton Consulting Group are submitting a joint proposal for Boone County's request for proposal titled **Lobbying Services for Boone County - Missouri RFP#41-07OCT14**

**a) Business/Organizational Information - Provide basic biographical information about your organization, including the name and any former names, address, date organization was established, mission statement of the organization, names of all members, and management staff.**

Grote & Associates and Penman & Winton Consulting Group represent several clients jointly. Not only do shared clients gain a broader range of skills and experience but they also benefit from an increased presence in the capitol. This approach brings clients an extended sphere of influence within State Government. All three principals of the firms are well respected and have strong relationships throughout the capitol.

Grote and Associates Inc. is a governmental affairs consulting firm with experience in state government relations with legislative, executive and judicial officials, grassroots issue advocacy, political and non-profit fundraising and Federal Elections Commission and Missouri Ethics Commission campaign finance compliance. Grote and Associates was established in 2004 by Heather Grote and is currently completing certification as a woman owned business enterprise.

Grote and Associates has been involved in numerous legislative efforts working both as part of a coalition as well as targeting specific issues for individual clients. The members of Grote and Associates through numerous projects and experiences have developed the relationships necessary to be successful for our clients. Grote and Associates has a diverse background with expertise in government relations, political analysis, statewide issues campaigns and budget issues. This gives us the ability to provide comprehensive legislative resources to our clients.

Grote and Associates has the experience to develop a targeted state-wide campaign to increase public awareness with both traditional media and internet based technology to achieve broad based support of our clients' issues.

Grote and Associates manages state and federal candidate, political action and continuing committees providing reporting services as well as necessary compliance to guide your organization through ever changing state and federal regulations.

Penman & Winton is a Jefferson City based governmental consulting firm established in 1994 by D. Scott Penman and David Winton. Combined, the firm has more than thirty-five years experience in Missouri's political system and is committed to providing its clients with the highest quality professional representation in the State Capitol.

Penman & Winton strives to maintain a hard-earned reputation for integrity, honesty, and commitment among state policy makers, bureaucrats, and professional colleagues. This

reputation is based on a desire to devote the greatest portion of the firm's energy to working with organizations, which serve a public interest. This unique specialty places Penman & Winton in its own category and has proven beneficial to its clients.

Since 1994, Penman & Winton's clients have been a substantial part of many successful legislative, budgetary, and regulatory initiatives. The firm has built a positive reputation within the political community for its integrity, diligence, and commitment to social causes. This reputation provides a foundation of trust between Penman & Winton and policy makers on essential social issues in Missouri's Legislature.

Penman & Winton prides itself on providing an extensive scope of services from limited lobbying to designing and implementing grassroots organizing programs. While the scope of contracts varies, Penman & Winton's dedication to each client remains consistent.

As lobbyists in the State Capitol, the members of Penman & Winton are known to be honest and forthright. Legislators know Penman & Winton can be trusted to provide balanced and accurate information. The members of Penman & Winton are extremely dedicated and refuse to be out-worked. Thorough research and an in-depth understanding of the client's desired outcomes precede any contact with legislators. The partners' integrity and dedication to their clients are among the firm's greatest strengths.

Both partners can be found in the State Capitol continuously during the legislative session and maintain contact with key elected officials and decision makers throughout the year. This contact assists in facilitating close relationships with legislators, the key to successful legislative outcomes. Penman & Winton's advocacy for clients doesn't begin and end with the legislative session, but continues throughout the year.

Coalitions with other organizations, lobbyists, and members of the General Assembly serve as an important component of many successful legislative campaigns. Penman & Winton's legislative strategy often includes working with other organizations or lobbyists on initiatives. This has facilitated strong relationships with a variety of groups and individuals across the spectrum of the political community.

**b) Staff Information - Provide resumes of each professional in the organization, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary staff with job descriptions or titles and relevant experience available for assignment.**

MICHAEL GROTE  
General Counsel

Michael D. Grote's background includes state and federal lobbying and political campaigning. A native Oklahoman, he moved to Missouri to attend Westminster College. Upon receiving a Bachelor of Arts degree from Westminster College, he attended the University of Missouri, School of Law receiving his Juris Doctor. He went on to work for a number of statewide and local political candidates in Missouri. Michael developed policy recommendations and directed the enactment of those proposals for political campaigns. In 2001, he joined the staff of the Missouri Chamber of Commerce and Industry as a lobbyist.

During his tenure with the Missouri Chamber, Michael served as vice-president of governmental affairs; he was responsible for developing the agenda and managing all legislative activity for the organization. As general counsel, he directed the activities of the Missouri Chamber Legal Foundation, a non-profit entity that was focused on reforming the legal system and assisting the members of the Missouri Chamber with issues before Missouri courts. He also managed the political action activities of the organization, including fundraising and development, and execution of statewide media campaigns. He also provided compliance with state and federal campaign finance laws for the Missouri Chamber PAC and its contributors.

Since 2008, Michael has been working as the general counsel of Grote and Associates managing the governmental affairs activities of the corporation. In this capacity, Michael represents clients before the Missouri General Assembly, the Governor and his executive administration. Michael combines his more than 13 years in the Missouri Capitol advocating for clients with a unique understanding of the political process to successfully manage outcomes for clients of Grote and Associates. Additionally, he has served as managing partner of the Grote Group L.L.C., a law firm specializing in campaign finance and election law.

HEATHER GROTE  
President

Heather W. Grote's background includes political and non-profit fundraising, event planning and campaign and political action committee management. Heather has worked with candidates at both the state and federal level developing and executing successful finance plans both in Missouri and throughout the United States. During the

last 12 years she has worked for a number of candidates providing experienced leadership to assist them in meeting their fundraising goals.

Heather has also worked to assist corporations, foundations and non-profit entities in meeting their financial needs. Heather has worked with small and large groups assisting them with simple membership plans to comprehensive campaigns. In 2009, Heather worked with Parents as Teachers on their 25th Anniversary Celebration and capitol campaign. In managing these activities Heather has utilized grant writing, securing state and federal appropriations, and creative event planning including informal gatherings, intimate receptions, black tie galas and formal evenings with more than 1000 attendees, including the President of the United States.

In 2010, Heather served as the National Fundraiser for Friends of Roy Blunt developing a network of fundraising support throughout the country on behalf of Senator Blunt's bid to become a U.S. Senator. During the 2004 election, she served as Finance Director for Missourians for Kit Bond where she directed all fundraising activity for Senator Kit Bond's successful re-election. In 2005, she founded Grote and Associates and has gone on to represent Missourians for Kit Bond as well as KitPAC, a national leadership committee. KitPAC has successfully raised funds for candidates throughout the country assisting them in their election efforts. Additionally, she has developed plans for congressional candidates, statewide office holders as well as political action committees here in Missouri.

Additionally, in 2011 Heather co-founded MOmentum Group LLC. MOmentum provides clients with all the fundraising, campaign strategy and political services they need under one roof. MOmentum is Missouri based and focuses on Missouri associations and candidates for the Missouri House of Representatives and Senate.

Heather currently serves as a member of the Columbia Police Foundation Board. She grew up in Oxford, Mississippi and is a lifelong Ole Miss Rebels football fan. Heather moved to Missouri to attend the University of Missouri School of Journalism and graduated with a degree in Advertising and minors in Marketing and Political Science.

D. SCOTT PENMAN  
Principle Partner

D. Scott Penman received a Masters in Divinity from Eden Theological Seminary in St. Louis, Missouri after completing his Bachelor of Art in Human Services & Theater from Doane College in Crete, Nebraska. Following graduation from Eden, Scott began his career in St. Louis at the Reform Organization for Welfare (ROWEL). As a legislative liaison/issues organizer for ROWEL, Scott drafted Missouri's welfare reform legislation that serves as a model at both the state and federal level; advocated with members of

the legislative and executive branches of state government; and trained and organized association members on legislative advocacy. Scott left ROWEL in 1994 to form the Penman & Winton Consulting Group with David Winton.

DAVID WINTON  
Principle Partner

David Winton attended the University of Florida in Gainesville where he successfully completed an undergraduate degree in Economics as well as a Masters degree in Public Administration and Public Policy. David began his career in the political sector as the Government Affairs Director at the Jewish Federation of St. Louis from 1992-1994. It was this experience that established his interest and commitment to representing the non-profit community in Jefferson City. David left the Federation to partner with D. Scott Penman.

JILL HANCOCK  
Director of Management Services

Jill Hancock received a Bachelor of Science degree in Agricultural Economics from the University of Missouri in Columbia. Prior to joining Penman & Winton Consulting in 2002, Jill served as a Boards & Commissions Associate in the Missouri Governor's Office and Constituent Specialist for a Former United States Senator. As an integral part of Penman & Winton, Jill is responsible for event planning; legislative research; publication development; and overall client management. Jill specializes in strengthening associations and client organization.

CASEY MILLBURG  
Associate

Casey Millburg received a Bachelor of Arts degree in Political Science from Truman State University in Kirksville, Missouri. At Truman, Casey launched a successful community oriented website, managed on and off-campus events, and researched consulting firm activity during Missouri election cycles. Prior to joining Penman & Winton Consulting in 2010, Casey served as a Legislative Intern for a former Missouri State Senator. At Penman & Winton, Casey assists with event planning, project management, client communication, and research.

ANN KISTNER  
Project Manager

Ann Kistner is a graduate of the University of Missouri in Columbia with a Bachelor of Science degree. Prior to joining Penman & Winton in 2011, Ann worked in the education, healthcare, and agricultural fields. At Penman & Winton, Ann assists with event and meeting preparation, client correspondence and membership services, as well as day-to-day administrative operations.



c) Work History - Provide a listing of all government agencies for which work was performed within the preceding two years and a description of the expertise provided in government relation's service of similar scope including examples that improved performance or solved issues. In the event your organization has not performed professional services for governmental entities, then provide a listing of institutional or business clients for whom work has been performed in the preceding two years. Provide a contact name, title, and phone number for each reference. If references are unavailable, provide a detailed explanation of why references are not available. Provide a description of experience providing government relations consulting service on priority issues of Boone County including but not limited to state grants, environmental quality rules and regulations, changes effecting sales and property tax, neighborhood improvement districts, debt issuance, etc.

Grote & Associates and Penman & Winton Consulting Group  
Government Affairs Clients

ITC Holdings Corporation  
Francie Brown, VP Govt. Affairs  
517-487-4844

Western Governors University  
Dr. Angie Besendorfer, Chancellor  
(314) 677-2302

Tesla Motors Inc.  
Daniel Witt - Manager Business  
Development & Policy  
408-482-5570

Grote & Associates  
Government Affairs Clients

Bristol-Myers Squibb Company  
Grant Cale - Associate State Director  
Government Affairs  
630-232-5834

CGI Technologies and Solutions  
John Stephan - Director Government  
Markets  
740-629-4048

City Utilities of Springfield, Missouri  
Kyle McClure - Director of Public Policy  
and Government Affairs  
417-831-8370

Dogwood Energy LLC  
Rob Janseen - General Manager  
202-249-0215

Hemphill and Associates  
Brent Hemphill -President  
573-634-0050

Missouri School Boards Association  
Michael Reid - Associate  
Executive Director  
573-634-7510

Oxford Health Care  
Cheryl Fitch - Vice President  
573-883-750

Grote and Associates  
Political, Fundraising and Ethics Compliance Clients

Citizens to Elect Kurt Schaefer Attorney  
General  
Senator Kurt Schaefer  
573-761-5008

KitPAC  
Senator Kit Bond  
314-552-6546 Lynn Jenkins for Congress  
Pat Leopold - Campaign Manager  
785-506-2555

Citizens for Riddle  
Representative Jeanie Riddle  
573-220-927

Missouri Growth Association PAC  
Megan Werner - Assistant Director  
314-265-3045

Hanaway for Governor  
Catherine Hanaway  
314-480-1500

Missouri Farmers Care  
Dan Kliensorge - Executive Director  
573-821-2040

Friends of Caleb Jones  
Representative Caleb Jones  
573-424-7452

Missouri Kids First  
Emily van Schenkof - Deputy Director  
573-826-0031

Friends of Munzlinger  
Pat Thomas - Chief of Staff  
573-473-6454

Protect the Harvest  
Brian Klippenstein - Executive Director  
202-441-2276

Penman & Winton Consulting Group  
Government Consulting Clients

Acupuncture Association of Missouri  
Jennifer Wyatt – President  
816-399-3731

AT&T Missouri  
John Sondag – Missouri President  
314-235-2400

Bi-Lingual International Assistant Services  
Julia Ostropolsky – Executive Director  
314-812-9320

BJC Healthcare System  
Leann Chilton – Director of Govt.  
Relations  
314-286-2151

County Employees Retirement Fund  
Sarah Maxwell – Executive Director  
573-635-9203

CoxHealth  
Laurie Cunningham – VP Corp.  
Communications  
417-459-3484

DentaQuest  
Kim Lawson –  
Regional Sales Executive,  
Western Region  
480-361-9058

Family Resource Council  
Greg Echele – Executive Director  
314-534-9350

FIG LLC and its affiliates  
Jeremy Kudon – Partner at Orrick,  
Herrington & Sutcliffe LLP  
212-506-5343

Gateway Foundation, Inc.  
Gregg Dockins – Director, Correction  
Initiatives  
815-220-9058

Health Management Systems  
Jeremy Gorenstein – Director, State  
Govt.  
602-617-1177

March of Dimes  
Trina Ragain – State Director of  
Government Affairs  
314-531-9963

Maximus  
Pam Corbett – Govt. Relations Manager  
703-251-8528

MERS/Missouri Goodwill Industries  
Lewis Chartock – Executive Director  
314-241-3464

Metropolitan St. Louis Sewer District  
Kyna Iman  
314-651-1185

Missouri 911 Directors Association  
Lisa Schlottach – President  
573-437-7774

MO Association of Rural Health Clinics  
Sheila Feekes – President  
816-539-2117

Missouri Council for In-Home Services  
Diane Noah – President  
660-263-1517

Missouri Family Health Council  
Connie Cunningham - Executive Director  
573-636-4060

Missouri Foundation for Health  
Ryan Barker – Policy Analyst  
314-545-5500

Pageminder  
Bob Reed – President  
913-649-3270

Missouri Jewish Federations  
Stephen Cohen – Asst. Executive Director  
314-432-0020

Pfizer  
Drue Duncan – Govt. Affairs Director  
573-823-8707

National Assoc. of Social Workers MO  
Tamitha Price – Executive Director  
800-333-6279

Recorders' Association of Missouri  
Betty Johnson – Legislative Committee  
573-424-2649

Non-Profit Missouri  
Barbara Levin – Board Chair  
314-935-6661

Satellite Broadcasting Association  
Lisa McCabe – Senior Director, Public  
Policy & Outreach  
202-658-9499

Penman & Winton  
Association Management Clients

Acupuncture Association of Missouri  
Jennifer Wyatt – President  
816-399-3731

MO Society of Eye Physicians & Surgeons  
Jerry Blair, MD – President  
573-874-1616

MO Association of Rural Health Clinics  
Sheila Feekes – President  
816-539-2117

Non-Profit Missouri  
Barbara Levin – Board Chair-  
314-935-6661

Missouri Association of School Librarians  
Lysha Thompson – President  
573-369-2375

Transportation Engineers Assoc. of MO  
Brandon Campbell – Secretary/Treasurer  
417-829-8044

Missouri Council for In-Home Services  
Diane Noah – President  
660-263-1517

The principal partners of the team all have vast experience in various policy areas. As with all new clients it will be important to assure the team understands the County's unique perspective and understanding of any given policy area. This would be a focus of pre-session transitioning.

Specifically, the team has experience with environmental quality rules and regulation and tax policy including community improvement district policies. Facilitating entities making application for and legislation related to tax credit programs, specifically neighborhood assistance projects.

During the 2014 legislative session members of the team worked with various environmental entities to protect existing electrical generation facilities within the state while ensuring compliance with Federal EPA Air Quality Guidelines.

In previous legislative sessions team members sought statutory economic development incentives for a data center project within Boone County. The scope of work on this project brought members of the team into direct contact with numerous policy areas enumerated as priority for Boone County.

**d) Performance Ability - Identify the staff that would be assigned to this contract. Indicate the lead lobbyists that will be engaged with the County. Describe the programs or activities your firm will perform in order to meet the requirements of the Scope of Work described above. Please describe your approach using your experience to meet the needs of Boone County. Describe in detail, anticipated transitioning requirements and time frames should your firm be selected.**

It is the goal our team to provide seamless services to Boone County. Both Grote & Associates and Penman & Winton pride themselves on the members of its team and their unique talents; however, clients can expect a clear line of communication within the two organizations. It is the lead partner's obligation to orchestrate the efforts of the team in order to create the greatest level of service. The team will work in conjunction with Boone County to identify the most appropriate lead partner should the team be selected. At the time of submission it is assumed that contact will be Michael Grote and D. Scott Penman.

Additional key staff would be assigned to this contact as deemed necessary to achieve Boone County's goals, but may include key sub-contractors that attend committee hearings. This additional resource helps assure Boone Counties specific interests are being met. With multiple legislative committees hearing various legislation of interest to Boone County the more eyes and ears available the better.

*Provide strategic advice to Boone County:*

The GA&PW team has the relationships to assist Boone County to increase its involvement and relationships with legislators and members of the administration. The GA&PW team can assist Boone County with developing strong personal relationships with legislators and decision makers to assist all aspects of Boone County and political involvement in Missouri. We have strong relationships not only with legislators throughout the state but especially with the Columbia delegation. These relationships will assist Boone County in its efforts in Jefferson City and ensure a strong positive relationship with its elected officials.

The GA&PW team has extensive experience with fiscal and budget issues before the Missouri Legislature. We represent a number of clients on budget issues and have relationships with the existing Chairperson of the House Budget and Senate Appropriations Committee's as well as those who will lead those committees in the future. This knowledge of providing long-term relationship development and strategic planning will help Boone County meet its long-term goals.

The GA&PW team has worked in the Missouri Capitol with a number of organizations, legislators, activists, lobbyists and citizens to accomplish legislative goals. This experience allows us to develop a broad network of relationships and coalitions that Boone County would have immediate access. This access provides Boone County with increased opportunity to achieve its goals and build strong relationships for future activities.

*Provide activity reports to Boone County:*

A tremendous amount of information is collected during a legislative day. Pertinent information will be synthesized in a concise and clear format. The combination of written, electronic and verbal communication will provide a clear understanding of government activity related to its legislative agenda.

In addition to formal, scheduled reporting the partners are in regular contact with clients via phone and e-mail. This contact is meant to enhance, not replace, regular written communication. During the regular legislative session the County will receive weekly written reports on legislative activities of the General Assembly. Accompanying the report narrative will be status updates on all related bills providing a quick reference for county officials.

***Monitor and successfully represent Boone County's priorities:***

The GA&PW team will be in the Capitol on a daily basis actively monitoring and representing the interests of Boone County under its direction. Daily activity and relationship development in the Capitol is the stock and trade of our team. Our teams experience and reputation will be an excellent asset to Boone County.

***Plan and coordinate legislative visits by Boone County:***

The GA&PW team has the necessary experience to successfully plan and facilitate meetings on behalf of Boone County. We will ensure that all details are attended to from appointments to briefing materials and pre-work. The GA&PW team provides these services to numerous clients and will ensure Boone County a productive visit when meeting with members of the legislature or individuals within the administration.

***Relationship Development with Boone County Delegation:***

Term limits require a more dynamic approach to government relations. House and Senate leadership as well as local delegations change quickly and Boone County must be able to have immediate relationships to ensure that it's interests are being represented. The GA&PW team works to develop relationships with incoming members and build early relationships with future leaders. This allows our clients to have long standing relationships with decision-makers. The members of the Columbia delegation work with each other better than most local delegations. Their cross-party relationship can be very positive for Boone County, however it is imperative that they are well informed of activities and decisions by the Boone County so they can represent our interests. Our team will work to strengthen your existing relationship and build strong lines of communication that will assist Boone County in working with it's elected delegation.

***Boone County Legislative Approach:***

The GA&PW team offers Boone County an extensive array of services initially focused on monitoring issues of interest and increasing Boone County relationships with legislators and decision makers in Missouri. This includes legislative monitoring of legislation, committee hearings, interim committee meetings, and floor debate. The GA&PW team will also provide detailed bill analysis, tracking of legislation administrative rules changes and analysis.

Our method of influencing the legislative process involves working with identified sponsors and champions of issues to file legislation and initiate the discussion points among their colleagues. We then identify appropriate supporters to provide testimony and develop relationships with other entities or organizations that may have a similar

interest to support our efforts. We work with every member of the committee to ensure success prior to the committee hearing and executive session. During the various stages of legislation development, we are continually providing information to legislators. We believe the best form of communication with legislators is direct in-person communication. While successfully managing your legislative strategy we also maintain the integrity of Boone County.

***Boone County Liaison with the Governor and Executive Administration:***

The GA&PW team has successfully worked with the Governor's office on a number of recent legislative and policy projects providing us with the necessary relationships to assist Boone County.

***Boone County Transitional Requirements:***

Whenever we engage a new client one of the first priorities is to familiarize ourselves with that client's history, structure, priorities and philosophy of engaging state government. Being all residents of Boone County the principals would begin this process with a significant head start. Reviewing county budgets can also greatly benefit the team's ability to understand the internal structure of the county but also the points of intersection with state and federal law.

This type of review and education can take place over the course of several meetings with county elected officials as well as key staff. This can either take place over the course of several meetings or an extended agenda can be covered during a longer meeting. The team stands ready to begin this work upon the execution of a contract. This briefing should begin prior to sooner before the beginning of the legislative session in January. The sooner the better for all parties involved.

Our ability to provide Boone County with access and relationships with the legislative, executive, judiciary and develop a comprehensive governmental relations outreach is exceptional. The GA&PW team is best situated to represent Boone County. We provide a bi-partisan approach on long-term relationships and unique experiences both inside and outside of the Capitol. This approach will provide Boone County with all of the resources necessary to accomplish its goals, and strengthen long-term relationships in the Missouri Capitol.



e) Additional Information - Please submit a copy of written legislative updates or analysis typical of your representation of public governmental entities. The proposing firm shall provide proof of appropriate lobbyist registration applicable to Missouri Law, and shall maintain the same during the Contract period.

From: Penman & Winton Consulting [anrk@penman-winton.com](mailto:anrk@penman-winton.com)  
Subject: PW Legislative Update - April 4, 2014  
Date: April 4, 2014 at 5:12 PM  
To: [casey@penman-winton.com](mailto:casey@penman-winton.com)



**PENMAN&WINTON**  
CONSULTING GROUP, INC.

**April 4, 2014**

House Passes Paycheck  
Protection Bill

Senate Hears Campaign  
Finance & Ethics Reform Bills

Senate Battles Over Medicaid  
Plan

House and Senate Discuss Tax  
Cut Bills

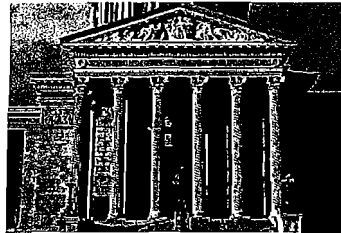
House Briefly Debates  
Transportation Tax

Legislature Seeks Study on  
Health Care Workforce  
Development

Tax Credit for Employers Who  
Hire STEM Interns

Committees Move on Payday  
and Installment Loan Bills

Important Dates



**LEGISLATIVE UPDATE**

## IMPORTANT DATES

### April 2014

1 - Last Day to Introduce House Bills  
15 - Last Day to Report House Consent Bills from Senate Committees  
21 - Easter Break - No Session  
22 - Session Reconvenes - TBA

### May 2014

9 - Appropriations Bills Must Be Truly Agreed/Finally Passed - 6:00 pm  
16 - Last Day of Session - Ends at 6:00 pm  
30 - Adjourn Sine Die

### July 2014

14 - Governor must approve or veto bills by this date

### August 2014

28 - Effective date of most bills (unless an emergency clause is specified)

### September 2014

11 - Veto Session - 12:00 p.m.

### November 2014

4 - Election Day

### December 2014

1 - Pre-filing of bills for the 2015 Legislative Session begins

## House Passes Paycheck Protection Bill

The House debated the paycheck protection bill this week and perfected it by a vote of 83-70. Sponsored by Representative Holly Rehder (R-Sikeston), HB 1617 would prohibit public employee unions from using employee fees for political purposes without the written permission of the worker. The bill specifically excludes firefighter and police unions, as well as private-sector workers. Similar legislation was passed by the General Assembly in 2013, but was vetoed by the Governor and not overridden by the Legislature during the annual Veto Session in September. On Thursday, the House third read and passed the bill to the Senate by a vote of 83-69. Activity on this bill may be a bit of a test vote as the Speaker contemplates bringing the Right to Work legislation to the House Floor for debate. Given that the paycheck protection bill got one vote over what is needed to pass a bill in the House and some Republicans have already announced that they do not support the Right to Work legislation, it appears that passing this bill out of the House will not necessarily be easy. It has been rumored, however, that the House could bring up the Right to Work

## Campaign Finance Reform Bills

Rules, Resolutions and Tuesday to hear SB 486, Matt Rupp (R-St. Charles), modify the campaign

Senator Rupp said that his bill returns campaign limits in varying amounts. Candidates for Governor, Lieutenant Governor, Secretary of State, State Treasurer, State Auditor or Attorney General are limited to receiving \$25,000 from individuals and committees. Contribution limits for other offices are limited to: Senators \$10,000; State Representatives \$2,500; and \$2,500 for any other public office. The aggregate amount of contributions by a single contributor to a political party committee in a calendar year is \$50,000.

Senate Bill 486 also includes: a provision prohibiting committee to committee transfers; individuals acting as a treasurer or deputy treasurer of a committee can only serve in that position for one committee at a time; and committees must have a physical address and cannot have the same address as any other committee. There was no testimony presented either for or against the bill and no further action was taken on it this week by the Committee.

2099 "do pass" by a vote of 11 to 0.

### Tax Credit for Employers Who Hire STEM Interns

On Tuesday, the House Economic Development Committee heard HB 2038, sponsored by Representative Ron Hicks (R-St. Peters), which provides a funding mechanism for the Missouri Science, Technology, Engineering and Mathematics Initiative (STEM) created by the Missouri General Assembly within the Department of Higher Education to increase interest and the number of graduates in these fields. The Department may award matching funds through this initiative to public institutions of higher education as part of the annual appropriations process. Unfortunately, this has been unfunded to date. Representative Hicks said HB 2038 is a way to fund the STEM program. This legislation allows businesses to hire interns enrolled as a student majoring in a science, technology, engineering, or mathematics at a Missouri public or private two or four-year college. The business, after hiring the intern, can apply to the Department for up to \$5,000 of his or her state tax liability to be removed and placed in the STEM Fund. Representative Hicks' legislation caps this tax credit at \$50,000. There is no limit on the amount of private funds that could be placed in the fund. Representative Hicks believes that this will help students and spur economic development.

Representative Michael Butler (D-St. Louis City) introduced HB 1171, which is similar to HB 2038. Representatives Hicks and Butler will work together to combine the two bills into a House Committee Substitute that will be presented to the Committee for their approval.

Appearing in support of HB 2038 was Alex Hanson, who is a Mizzou senior and a representative of the Association of Students of University of Missouri. He asked the Committee to fund the STEM program. Alex testified that there are 3.1 STEM jobs for every applicant and these are good paying jobs. No one appeared in opposition and no further action will be taken on either bill until the House Committee Substitute is available for their review.

### Committee Action on Payday Lending

This week the House Financial Institutions Committee gave the HCS SS SB 694 a "do pass" recommendation. This bill modifies the laws relating to payday loans by increasing the annual licensing fee by \$200 to \$500 per location. It also prohibits

fee by \$200 to \$500 per location. It also prohibits extensions and renewals and establishes several conditions by which borrowers may repay their loan under an extended payment plan. This bill also repeals the law that limits the total amount of accumulated interest and fees to 75% of the original loan amount. The next stop for the bill is the House Rules Committee where it will need approval before it can be advanced to the House Calendar of Senate Bills for Third Reading.

The Senate Committee on Financial and Governmental Organizations and Elections advanced SB 866 from their Committee this week with a "do pass" vote. Senate Bill 866 defines "traditional installment loan" and preempts local governments from passing certain ordinances that would affect these lenders. The bill has been placed on the Senate Calendar of Senate Bills for Perfection where it awaits debate by the full Senate.

**Penman & Winton Consulting Group**  
A lobbying and association management firm.

124 1/2 E. High Street  
Jefferson City, MO 65102  
573.635.6044

To learn more, [visit our website](#) or [contact us](#).

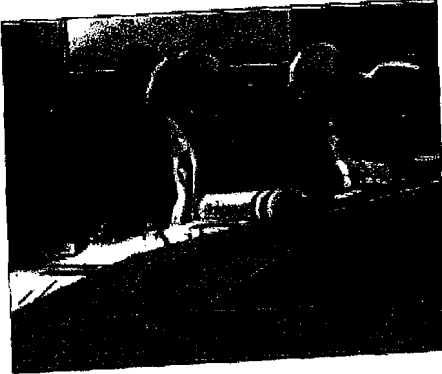
[Forward this email](#)



This email was sent to [casey@penman-winton.com](mailto:casey@penman-winton.com) by [annk@penman-winton.com](mailto:annk@penman-winton.com).  
[Update Profile/Email Address](#) Instant removal with [SafeUnsubscribe™](#) [Privacy Policy](#).

# GROTE & ASSOCIATES

for Boone County (sample)



This week the Missouri Senate continued to push through its legislative floor calendar while the Missouri House debated only one piece of legislation. The Missouri Senate this week attempted to tackle the much needed reforms to the worker compensation system and the second injury fund. Senate Bill 1 sponsored by Senator Scott Rupp (R-St. Charles) addresses worker compensation reform, an issue that the Missouri

legislature has tried for a number of years to fix. Last session a compromise was nearly reached on the Second Injury Fund but fell apart in the final days of the legislative session. This year the Senate is starting early in an effort to work through substantial reforms as parts of the system are no longer financial sustainable for the state. The Senate worked on the bill each day this week in an effort to find compromise. Wednesday evening, Sen. Rupp asked that the bill be placed on the informal calendar so that more negotiation could take place. It is expected that the bill will come back to the floor before spring break. During Sen. Rupp's closing statements, he commented that the Senate appears to be working toward a resolution. This appears to be the sentiment that most members including the freshman members have about the Senate.

Unlike previous years, the Senate is taking up and debating substantial pieces of legislation and more importantly they are working throughout the day. In prior years the Senate and House would both adjourn early during the first two months of session. This year Majority Floor Leader Ron Richard (R-Joplin) is using the time the Senate has in the beginning of the year to accomplish the work of the Senate. Sen. Richard is working to change the impression that the Senate is incapable of accomplishing legislative reform. The last few years the Senate has failed to accomplish numerous provisions ranging from economic development to environmental reform. This year Sen. Richard has been able to keep the Senate working together and tackling tough issues. This week Senate Bill 7 sponsored by Sen. David Pearce would allow for the immediate takeover of the Kansas City School District by the State. This legislation died on the final day of session in 2012 in the final minutes. Sen. Pearce is chair of the Senate Education Committee and worked with members of the Kansas City delegation to pass this legislation without detrimental amendments. The passage of this bill in the Senate shows that the Senate is working together and is capable of accomplishing important reforms this session. The Missouri House, however is taking a much slower approach.

The House has taken up and passed the House version of the benevolent tax credit bill House Bill 87 by Rep. Eric Burlison (R-Springfield). HB 87 reauthorizes a number of existing tax credits that have either expired or are set to expire that provide benefits to pregnancy resource centers, surviving spouses of a police officers, food pantries and other other charitable services. This is the same language that the Senate passed last week. After completing this bill, the

## Events & Hearings

### TUESDAY

Open Morning Adj. - House's Budget - HB 14  
 Appropriates money for supplemental purposes. Executive Session may follow.  
 2:00 pm - House - Appropriations - Health, Mental and Social Services - Continue DSH Budget Presentation - Executive Session may follow.

### WEDNESDAY

2:00 pm - House - Appropriations - Health, Mental and Social Services - DSS Budget Presentation - Executive Session may follow.

### THURSDAY

8:00 am - House - Appropriations - Health, Mental and Social Services - Continue DSS Budget Presentation - Executive Session may follow.

10:00 am - Department of Mental Health - Mental Health Commission

[Click Here For Bill Report](#)

News and Information

**Mo. Senate debating future of disability fund**

Missouri senators are proposing to revive an insolvent fund for disabled workers by raising fees on businesses and restricting future claims. A bill debated Monday seeks to replenish the state's Second Injury Fund, which was created 70 years ago. The fund has a deficit of about \$25 million that is expected to keep growing.

**Senators propose Missouri transportation sales tax**

Missouri lawmakers on Tuesday proposed increasing the state sales tax by a penny for the next decade in order to raise money for the state's transportation needs.

**Mo. House committee debates 'right to work' bill**

A standing-room-only crowd spilled into Capitol hallways Wednesday to watch a Missouri House committee hearing on a bill that would bar payment of union dues as a condition of employment and make Missouri the nation's 25th "right-to-work" state. Union members sat silently as the House Workforce Development and Workplace Safety Committee debated the issue that attracted attention from legislative leaders of both parties.

**Nixon says more mental health services prevents crime better than guns in classrooms**

Missouri Gov. Jay Nixon is touting his \$10 million proposal to expand the state's mental-health services as a key component of any effort to prevent a school-shooting tragedy like the December mass shooting at a grade school in Connecticut.

**Gov. Nixon proposes \$10M for Mo. mental health**

Missouri Gov. Jay Nixon is proposing to spend \$10 million to help get mental health care sooner for those who need it. The funding is included in the state budget released this past week by the governor's office and is part of Nixon's response to recent gun violence. Mental health services have gained attention nationwide after several high-profile shootings, including one at an elementary school in Connecticut.

**Tom Flanagan, guest columnist: Nixon wrong about what is 'right' for Missouri**

Gov. Jay Nixon delivered his annual State of the State address Monday, highlighting his and the Democratic Party's stance on entitlement programs — specifically Medicaid. Medicaid is an \$8 billion program, which he's advocating be expanded by another \$1 billion.

**Nixon Says Business Case Being Made for Medicaid Expansion**

Missouri Gov. Jay Nixon made himself available to reporters today to address questions on his proposed Medicaid expansion, a measure he's been pushing since late last year. KSMU's Scott Harvey spoke with the Governor by phone and has this report.

**Mo. House panel adopts voter photo ID requirement**

A voter photo identification requirement endorsed by a Missouri House committee was derided Tuesday by the head of the Legislative Black Caucus as a "voter suppression" measure akin to a poll tax.

**DATES OF INTEREST**

FEBRUARY  
 FEBRUARY 15 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 16 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 17 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 18 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 19 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 20 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 21 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 22 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 23 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 24 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 25 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 26 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 27 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 28 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 29 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS  
 FEBRUARY 30 - MISSOURI GOVERNOR'S STATE OF THE STATE ADDRESS

**Political Bits**

Sen. John Lamping is proposing a constitutional amendment which would shrink the legislative session from its current five month size to about three, ending in March instead of May.

On Monday, Governor Jay Nixon sent three executive orders to the legislature to reorganize some executive branch functions. [Link to Article](#)

This Saturday the 8th Congressional District Republican Committee will meet to select their candidate to replace Rep. Jo Ann Emerson in the June Primary. The Democrats will make their selection on February 16. [Link to Article](#)

The Missouri Senate confirmed Gov. Jay Nixon's appointment of Doug Nelson as commissioner of administration. The confirmation has been delayed after lawmakers learned of the purchase of a \$50 million airplane. [Link to Article](#)

The candidates have been chosen for a special election in April to fill Missouri's vacant 157th House District seat from Lawrence County. The post was left vacant by the appointment of the incumbent to the state Board of Probation and Parole. [Link to Article](#)

## Committee Reports & Items of Interest to Boone County

THIS SECTION WILL CONTAIN COMMITTEE HEARING REPORTS AND ITEMS OF PARTICULAR INTEREST TO BOONE COUNTY

### THIS WEEK AT THE CAPITOL (CONTINUED)

House finished their work for the week. The House did not include the work by referring to committee a number of pieces of legislation.

Senators Mike Kehring, Senator Ryan McKernan and Rep. Dan Hanson held a press conference to announce legislation that would increase state sales tax by 1-cent for ten years to create a dedicated fund for transportation infrastructure. Senate Joint Resolution 14 and House Joint Resolution 24 would require the Missouri Highways and Transportation Commission to develop a list of specific projects and indicate how the new revenue would be spent before the measure returns on the floor. If voters passed the tax, the commission would produce an annual report for the Legislature and Governor. Ten percent of the revenue would go to cities and counties for local transportation needs and Missouri would freeze the tax rate and could use that existing roads and toll roads. The sales tax would not be levied on medicine, groceries and gasoline. A

hearing was held this week on SJR 16 in the Senate Transportation Committee.

This week the Senate Appropriations Committee held a hearing to review the economic performance and part of the state's six-year tax credits. Currently those tax credits cost the state \$65 million in revenue for the current fiscal year. The Senate is working on a tax credit package to help reduce the burden on the state's budget.

## Lobbyist Summary

[Return to Search](#)   [New Search](#)

**LOBID:** L001353      **Received Date:** 2/16/2001  
**Lobbyist's Name:** Michael David Grote      **Termination Date:**  
**Lobbyist's Address:** 28 North 8th Street  
**Lobbyist's Address2:** Columbia  
**Lobbyist's C/S/Z:** Missouri, MO 65203  
**Telephone:** (573) 256-7060  
**Telephone (2):** 573-445-8888

Registration Type	
<input checked="" type="checkbox"/>	I lobby only in the Executive Branch, including any department, division, agency, board or commission of state government.
<input checked="" type="checkbox"/>	I lobby only in the General Assembly.
<input type="checkbox"/>	I lobby only in the Judicial Branch of state government.
<input type="checkbox"/>	I lobby in the Executive Branch, the General assembly, and the Judicial Branch of state government.
<input type="checkbox"/>	I lobby elected local government officials.
<input type="checkbox"/>	I am a state employee or board member engaged in lobbying activities.

[View/Hide Principal List](#)

### Principal(s) listed by Lobbyist

To select a different reporting year:   [Select a Year](#)   [Select Report Year](#)

### Reports filed for 2014

Date	Date Submitted
January 2014	2/12/2014 7:26:28 PM
February 2014	3/11/2014 12:03:47 AM
March 2014	4/11/2014 6:23:25 PM
April 2014	5/5/2014 11:29:17 AM
May 2014	6/10/2014 5:02:18 PM
June 2014	7/1/2014 11:38:41 AM
July 2014	8/1/2014 2:19:35 PM
August 2014	9/9/2014 5:34:53 PM



## Lobbyist Summary

[Return to Search](#)   [New Search](#)

**Lobbyist's Name**      **LOBID:1000523**      **Received Date:1/13/1995**  
**Lobbyist's Address**      **D Scott Penman**      **Termination Date:**  
 Lobbyist's Address      PO Box 684  
 Lobbyist's Address2  
 Lobbyist's C/S/Z      Jefferson City, MO 65102  
 Telephone:      (573) 635-6044  
 Telephone (2):      (573) 635-2858

Registration Type	
<input checked="" type="checkbox"/>	I lobby only in the Executive Branch, including any department, division, agency, board or commission of state government.
<input type="checkbox"/>	I lobby only in the General Assembly.
<input type="checkbox"/>	I lobby only in the Judicial Branch of state government.
<input checked="" type="checkbox"/>	I lobby in the Executive Branch, the General assembly, and the Judicial Branch of state government.
<input type="checkbox"/>	I lobby elected local government officials.
<input type="checkbox"/>	I am a state employee or board member engaged in lobbying activities.

[View/Hide Principal List](#)

### Principal(s) listed by Lobbyist

To select a different reporting year:   [Select a Year](#)   [Select Report Year](#)

### Reports filed for 2014

Date	Date Submitted
January 2014	2/7/2014 2:01:02 PM
February 2014	3/7/2014 8:45:52 AM
March 2014	4/10/2014 9:35:57 AM
April 2014	5/12/2014 2:58:46 PM
May 2014	6/5/2014 3:37:57 PM
June 2014	7/1/2014 12:05:22 PM
July 2014	8/8/2014 11:20:51 AM
August 2014	9/3/2014 2:32:38 PM

**f) Conflict of Interest - Disclose any possible conflicts of interest with Boone County. If a potential conflict of interest were to arise during the contract period with Boone County, describe the process used to address the conflict within the firm. Describe how Boone County would be notified of future conflicts of interest.**

The GA&PW team manages its client portfolio as to prevent crossover between individual clients interests and concerns. We also provide a formal client conflict check to existing clients. Both firms prior to submission of the response to Boone County's RFP performed a conflict of interest check with our existing clients. No conflicts currently exist.

Should a conflict develop our team, comprised of two separate lobbying firms presenting a joint bid, would bifurcate our efforts with the conflicted firm eliminating the conflict and allowing the other firm to represent the interests of Boone County. Additionally, as issues arise in the capitol constant communication with clients will allow both firms to vet any potential conflict prior to the conflict developing.

The GA&PW team recognizes the need to keep confidential all activities performed on behalf of a client.

**g) Insurance – Adequacy of insurance coverage must be approved by the County. Describe the type and amount of professional liability insurance the firm carries.**

Grote and Associates carries general business liability insurance \$1,000,000/\$2,000,000. Mike Grote independently maintains lawyers professional liability in the amount of \$100,000/\$300,000. Penman & Winton maintains employee liability insurance in the amounts of \$100,000/\$200,000.

**h) Other Information – Provide any other information you believe pertinent to this request for proposal regarding your qualifications. Include a description of how you would propose to work with the County. Identify the information you would need the County to provide. Identify support, if any, that the County would need to provide. For example, do you prepare and suggest language to the County to meet a need and the County edits?**

The county will need to provide technical support on issues including fiscal analysis of legislative proposals. The GA&PW team will ensure that relevant legislation is brought to the County's attention for review. When deemed appropriate staff or elected officials will be asked to provide testimony in front of pertinent legislative committees.

The team will provide the County with recommendations regarding legislative proposals and amendments. Typically the county will be responsible for legislative drafting. The team will work with appropriate entities in the capitol to assure drafts are consistent with Boone County's legislative goals.

**i) Fee and Payment Terms – Indicate a lump sum for the services to be provided for a contract period of January 1, 2015 through December 31, 2015. The Successful Offeror may submit monthly statements which are paid 30 days after receipt of a correct and valid statement. The consultant may be reimbursed for such expenses the consultant incurs if pre- approved by order of the Boone County Commission. The expenses shall be identified prior to being incurred by order of the majority vote of the Boone County Commission or by a County Commissioner who has been authorized to approve such expenses by order of a majority vote in the Boone County Commission and only when such approval is within the scope of such authorization.**

For the initial term of this agreement, the cost for the lobbying services outlined in the RFP and explained in this proposal shall be \$38,500 for the scope of work as described in the RFP. Services and contract amount are negotiable. A retainer in the amount of \$2,500 will be due upon initiation of the contract. The remainder of the fee shall be paid out in twelve equal monthly installments in the amount of \$3,000.

The team would also request an expense line for each year not to exceed \$2,500. Expenses would be incurred under the parameters of the agreement and approved by the County in advance.

This response is valid for 120 days.

## CERTIFICATION OF INDIVIDUAL BIDDER

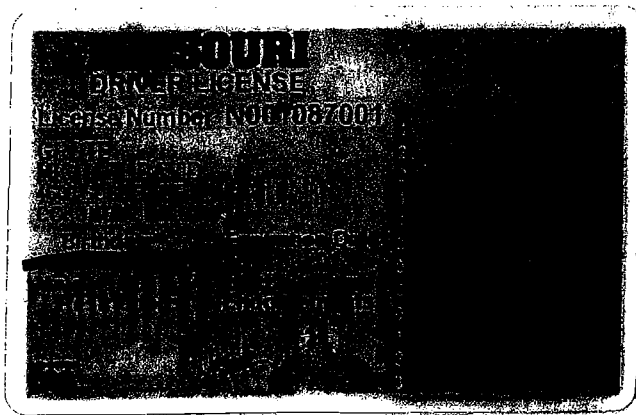
Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please 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

Oct 6 2014  
Date

MICHAEL GROTE  
Printed Name



MISSOURI

DRIVER LICENSE

License Number: (N01108700)

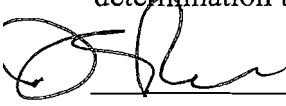
**CERTIFICATION OF INDIVIDUAL BIDDER**

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.

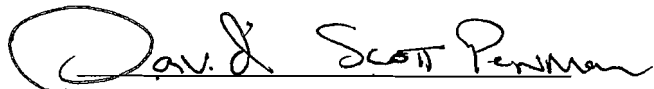
1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving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

Oct. 6, 2014  
Date

  
Printed Name

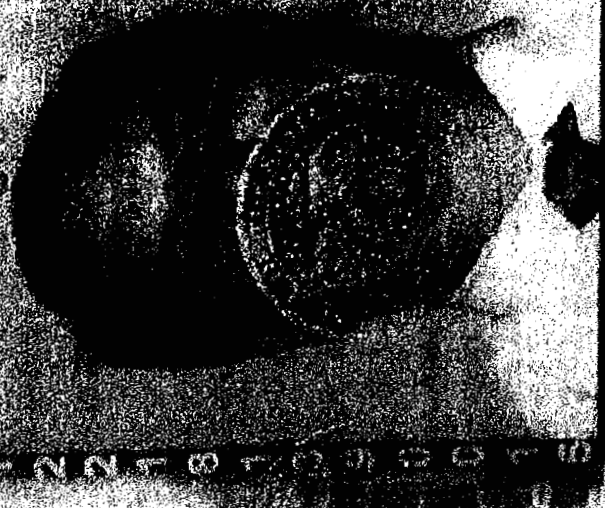
**PENNSYLVANIA**  
**DRIVER LICENSE**

License Number M278130001

**PENNSYLVANIA**  
**DAVID SCOTT**  
4900 E BEECHWOLD RD  
COLUMBIANA PA 17011

Expiration Date  
NOV 20 2010

CLASSIFICATION ENDORS. BIR  
CLASSIFICATION ENDORS. BIR  
**DAVID SCOTT**  
*[Signature]*



DOB: 05-24-1954

SEX: M HAIR: BRN EYES: BRN

## X. E-Verify

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, 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*.

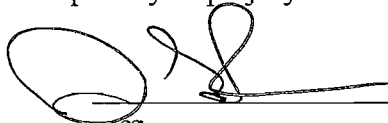


WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone )  
 )ss  
State of Missouri )

My name is D. SCOTT PENMAN. I am an authorized agent of Penman & Winton Consulting Group  
The GAP&W Team (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 Sept 6, 2014  
Date

D. Scott Penman  
Printed Name

Subscribed and sworn to before me this 6 day of October, 2014.



HEATHER W. GROTE  
My Commission Expires  
December 4, 2017  
Boone County  
Commission #13554109

  
Notary Public

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



Company ID Number: 599652

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



Company ID Number: 599652

North American Industry Classification Systems Code:	921
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
<p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>MISSOURI 1 site(s)</li> </ul>	

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

Name:	Hancock Jill		
Telephone Number:	(573) 635 - 6044	Fax Number:	(573) 635 - 2858
E-mail Address:	jill@penman-winton.com		

Company ID Number: 476141

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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

Company ID Number: 476141

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>MISSOURI 1 site(s)</li></ul>	

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

Name:	Grote D Michael	Fax Number:	(573) 445 - 8888
Telephone Number:	(573) 256 - 7010		
E-mail Address:	mike@ga2.us		

**Debarment Certification**  
**(Please complete and return with Proposal Response)**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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.

MICHAEL GROTE - General Counsel  
Name and Title of Authorized Representative

  
Signature

October 6 2014  
Date

October 7, 2014

Melinda Bobbitt  
CPPO Director of Purchasing  
Boone County Purchasing Department  
613 E. Ash Street Room 110  
Columbia, Missouri 65201

Dear Ms. Bobbitt,

Thank you for the opportunity to provide information to you regarding the governmental relations services that Grote and Associates and Penman and Winton Consulting Group can jointly provide to Boone County.

Enclosed please find our response to RFP 41-07OCT14. We welcome the opportunity to meet with you discuss our proposal and how we can assist Boone County's legislative efforts.

Sincere regards,

Michael Grote

D. Scott Penman

Malayote



**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
LOBBYING SERVICES FOR BOONE COUNTY - MISSOURI**

**RFP # 41-07OCT14  
Release Date: September 9, 2014**

**Submittal Deadline:  
October 7, 2014  
not later than 9:15 a.m. Central Time**

**Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPO, Director of Purchasing  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**

## I. Purpose

Boone County, Missouri, (the “County”) is seeking a firm to provide services to the County in researching, monitoring and providing representation to the County concerning Missouri State General Assembly Legislation as described herein. County Officials desire to contract a firm with a demonstrated ability to have effective legislative and administrative lobbying representation. Knowledge of County government is preferred.

## II. Background

The County is situated in central Missouri and is dissected by Interstate 70 and US Highway 63. The County has a population of approximately 165,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 110,400, the City of Columbia serves as County seat.

The County issued a proposal in 2001 for Legislative Lobbying Services and awarded to Burnett and Associates. The County’s current contract will expire on December 31, 2014.

## III. Contract Term:

Contract Term: The successful offeror shall enter into a Contract Agreement that shall be effective for the period **January 1, 2015 through December 31, 2015**. The agreement may be extended beyond the expiration date by order of the County for **four additional one year periods** and thereafter will automatically renew until either the County or the Contractor provide a thirty day advance written notice of termination.

## IV. Scope of Work

The County of Boone is seeking a responsible firm or organization to:

- a) Review pre-filed bills applicable to County government in particular counties of the first class.
- b) Provide the County Officials, upon request, copies of proposed legislation applicable to County governments or as would otherwise relate to or affect the operation of County government.
- c) Coordinate with the proposed sponsor and the Boone County delegation to get Boone County prepared legislative amendments introduced to the General Assembly as directed by various County officials.
- d) Individually contact state legislators to explain position on various legislation proposals taken by the County and/or its officers.
- e) Testify at or attend legislative hearings on behalf of Boone County as directed when Boone County officials are not available.
- f) Provide legislative updates to County weekly through electronic media and in person at least bi-weekly during the legislative session.

- g) Coordinate lobbying efforts with other organizations involved in issues common to Boone County as directed by relevant County officials.
- h) Coordinate meetings with various departments and agencies of state government at the County's request.
- i) Attend meetings as directed by the County Officials.
- j) Assist in drafting legislation or amendments as needed.

## V. Response Requirements

The items listed below shall be submitted with each proposal response and shall be submitted in the order shown. All pages of the proposal should be numbered. Each response to Section V - Response Requirements, should reference the corresponding requirement number in Section V. Repeat the text of the requirements as it appears in the RFP. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- a) **Business/Organizational Information** - Provide basic biographical information about your organization, including the name and any former names, address, date organization was established, mission statement of the organization, names of all members, and management staff.
- b) **Staff Information** - Provide resumes of each professional in the organization, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary staff with job descriptions or titles and relevant experience available for assignment.
- c) **Work History** - Provide a listing of all government agencies for which work was performed within the preceding two years and a description of the expertise provided in government relation's service of similar scope including examples that improved performance or solved issues. In the event your organization has not performed professional services for governmental entities, then provide a listing of institutional or business clients for whom work has been performed in the preceding two years. Provide a contact name, title, and phone number for each reference. If references are unavailable, provide a detailed explanation of why references are not available. Provide a description of experience providing government relations consulting service on priority issues of Boone County including but not limited to state grants, environmental quality rules and regulations, changes effecting sales and property tax, neighborhood improvement districts, debt issuance, etc.
- d) **Performance Ability** - Identify the staff that would be assigned to this contract. Indicate the lead lobbyists that will be engaged with the County. Describe the programs or activities your firm will perform in order to meet the requirements of the Scope of Work described above. Please describe your approach using your experience to meet the needs of Boone

County. Describe in detail, anticipated transitioning requirements and time frames should your firm be selected.

- e) **Additional Information** - Please submit a copy of written legislative updates or analysis typical of your representation of public governmental entities. The proposing firm shall provide proof of appropriate lobbyist registration applicable to Missouri Law, and shall maintain the same during the Contract period.
- f) **Conflict of Interest** - Disclose any possible conflicts of interest with Boone County. If a potential conflict of interest were to arise during the contract period with Boone County, describe the process used to address the conflict within the firm. Describe how Boone County would be notified of future conflicts of interest.
- g) **Insurance** – Adequacy of insurance coverage must be approved by the County. Describe the type and amount of professional liability insurance the firm carries.
- h) **Other Information** – Provide any other information you believe pertinent to this request for proposal regarding your qualifications. Include a description of how you would propose to work with the County. Identify the information you would need the County to provide. Identify support, if any, that the County would need to provide. For example, do you prepare and suggest language to the County to meet a need and the County edits?
- i) **Fee and Payment Terms** – Indicate a lump sum for the services to be provided for a contract period of **January 1, 2015 through December 31, 2015**. The Successful Offeror may submit monthly statements which are paid 30 days after receipt of a correct and valid statement. The consultant may be reimbursed for such expenses the consultant incurs if pre-approved by order of the Boone County Commission. The expenses shall be identified prior to being incurred by order of the majority vote of the Boone County Commission or by a County Commissioner who has been authorized to approve such expenses by order of a majority vote in the Boone County Commission and only when such approval is within the scope of such authorization.

## VI. Selection Process

1. After determining a responsive Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
  - a. Method of Performance
  - b. Experience/Expertise of Contractor
  - c. Cost

2. The evaluation committee will then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
3. At this point, the County may request presentations by Offerors, question and answer interviews, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
  - a) Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.
4. The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects.
5. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
  - a) Negotiations may be conducted in person, in writing, or by telephone.
  - b) Negotiations will only be conducted with potentially acceptable proposal(s). The County reserves the right to limit negotiations to those proposal(s), which received the highest rankings during the initial evaluation phase.
  - c) Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - d) The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

## **VII. Contract**

1. The final form of the Contract between the Lobby Services Firm and the County will be subject to the approval of County's legal counsel, and such Contract shall include the following:
  - i. This RFP;
  - ii. Any Addenda;

- iii. The vendor's response to RFP;
- iv. Any Best and Final Offers and responses
- v. Clear provision for Missouri law to apply;
- vi. Provisions for required insurance and indemnity in favor of County;
- vii. No mandatory arbitration clauses;
- viii. Clear terms on pricing;
- ix. A termination clause in favor of County that will allow termination upon 30 days notice with payment for work incurred prior to notification of the County's intent to terminate, and any agreed-to wrap-up work from the date of notification until contract termination.

### VIII. Instructions and General Conditions

#### 1. Guidelines for Written Questions

All questions regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Wednesday, October 1, 2014** in order to allow enough time for the County to issue an Addendum. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Melinda Bobbitt, CPPO  
Director of Purchasing  
Boone County Annex  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

a) Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated above. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

2. Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.
3. Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 9:15 A.M., Central Time, on Tuesday, October 7, 2014 to:**

Boone County Purchasing Department  
Melinda Bobbitt, CPPO, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after the proposal due date and time and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original and six (6) copies of the proposal (total of seven). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at [www.showmeboone.com](http://www.showmeboone.com), then select "Purchasing", then "Current Bid Opportunities".

4. Ambiguity, Conflict, or Other Errors in the RFP

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Purchasing Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
  - b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
  - c) Implied Requirements: Services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
  - d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.
5. Rejection of Proposals: The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.
6. Validity of Proposals: Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.
7. Receipt and Opening of Advertised, Sealed Proposals: The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening. Proposals are due by **9:15 a.m. central time October 7, 2014**. Offerors names will be read aloud during the Boone County Commission meeting at **9:30 a.m. on October 7, 2014** and posted on our web site shortly after.
- a) Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
8. Withdrawal of Proposals: Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's



attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a) Withdrawal: Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
9. The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
10. Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
11. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.
12. Designee: Boone County Commission, 801 E Walnut, Room 333, Columbia, MO 65201.
13. 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.
14. In the event the lead lobbyist assigned to the County is removed from the engagement by the firm, the County requires 30 days written notice, when feasible. The County has the ability to request at any time a substitution of the lead lobbyist by providing 30 days written notice to the firm.

**IX. Response Form**

**PLEASE PLACE THIS FORM AT THE BEGINNING OF YOUR PROPOSAL RESPONSE**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Note: This form must be signed. All signatures must be original and not photocopies.

Project pricing shall be provided as detailed in paragraph V.i.

## X. E-Verify

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, 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 to confirm proof of enrollment.**

**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 Certification of Individual Bidder (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:

**Debarment Certification**  
**(Please complete and return with Proposal Response)**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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 Street, Room 110  
Columbia, MO 65201  
Melinda Bobbitt, CPPO, Director  
(573) 886-4391 – Fax: (573) 886-4390

---

**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU ARE NOT SUBMITTING  
A RFP RESPONSE**

If you do not wish to respond to this proposal 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.

**RFP: 41-07OCT14 – Lobbying Services**

Firm Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not submitting a proposal response:

\_\_\_\_\_  
\_\_\_\_\_



[View assistance for Search Results](#)

### Search Results

#### Current Search Terms: penman\*

Your search for "Penman\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	<b>PENMAN COMMUNICATIONS LLC</b>	Status: <b>Active</b>
DUNS: 847774309	CAGE Code: 5XNH7	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 09/23/2015	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Exclusion	<b>PATRICIA A PENMAN</b>	Status: <b>Active</b>
DUNS:	CAGE Code:	<a href="#">View Details</a>
Classification: Individual	Termination Date: -	
Activation Date: 06/18/2009		

#### Glossary

##### Search Results

Entity  
Exclusion

##### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.22.20141105-1505

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 18th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept the attached 2015 National Crime Victims' Rights Week Community Awareness Project award.

It is further ordered the Presiding Commissioner is hereby authorized to sign said grant award.

Done this 18th day of November, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



**DANIEL K. KNIGHT, Prosecutor**

Office of the Boone County Prosecuting Attorney  
705 E. Walnut Street – Courthouse  
Columbia, Missouri 65201-4485  
573-886-4100  
FAX: 573-886-4148

DATE: November 18, 2014

TO: Commissioner Atwill  
Commissioner Miller  
Commissioner Thompson

FROM: Prosecuting Attorney's Office

RE: Grant Acceptance – 2015 National Crime Victims' Rights Week  
Community Awareness Project

We respectfully request your approval to accept \$4,775.00 in federal grant funds to host a 5K Race/Walk to be held on Sunday, April 19, 2015 in honor of crime victims. National Crime Victims' Rights week is April 19 – 25, 2015. These grant funds are administered by the National Association of VOCA Assistant Administrators (NAVAA) under a cooperative agreement with the Office for Victims of Crime (OVC). The intent of the 2015 National Crime Victims' Rights Week Community Awareness Project is to enhance the general public's awareness of the rights and services for victims of all types of crimes. This event will replace our traditional Victim Rights Week Ceremony that we have held in the past. There are no matching fund requirements for this grant.

Thank you for your consideration of this request.

**National Crime Victims' Rights Week  
Community Awareness Project  
Subgrant Award Agreement**

Subgrantee	Boone County Prosecuting Attorney, Columbia, MO	Subgrant Award No.	15-071
		Subgrant Award Amount	\$4,775.00

This agreement between the National Association of VOCA Assistance Administrators ("NAVAA") and the above-named Subgrantee for funding of a National Crime Victims' Rights Week Community Awareness Project ("the project") under the National Crime Victims' Rights Week Community Awareness Project grant program ("NCVRW CAP") is subject to the terms and conditions below:

1. This agreement is subject to all of the terms and conditions, including the availability of funding, awarded to NAVAA pursuant to Federal Award Identification Number (FAIN) 2013-VF-GX-K005 (CFDA 16.582) for the 2015 National Crime Victims' Rights Week Community Awareness Project awarded by the Office for Victims of Crime ("OVC"), Office of Justice Programs, U.S. Department of Justice.
2. The Subgrantee shall perform the services and activities described in the application submitted under the NCVRW CAP grant program which shall be considered incorporated into this agreement, unless and to the extent any changes, revisions or modifications are approved or required by NAVAA. The Subgrantee agrees to immediately notify NAVAA of any circumstances that may cause the Subgrantee to be unable or unwilling to complete its obligations under this agreement.
3. NAVAA shall reimburse the Subgrantee for the actual, reasonable and necessary costs incurred by the Subgrantee in connection with the project as contained in the Subgrantee's application, not to exceed the Subgrant Award Amount indicated above, unless and to the extent approved by NAVAA. All expenditures are subject to the requirements of the NCVRW CAP program and the regulations set forth in the current edition of the Office of Justice Programs' Office of the Chief Financial Officer Financial Guide (<http://www.ojp.usdoj.gov/financialguide/>) and such other Justice Department rules or guidelines.
4. The Subgrantee understands and agrees that funding under this project is on a reimbursable basis. Advance payments may be permitted only in unusual circumstances for actual, documented and obligated expenses.
5. The Subgrantee shall not be eligible for any reimbursement unless:
  - a. The Subgrantee, other than a community coalition, provides NAVAA with a valid, nine (9) digit DUNS number no later than **December 31, 2014**.
  - b. The Subgrantee submits a complete, accurate, satisfactory and final After-Action Report/Reimbursement Request (AAR) to be received by NAVAA **no later than Tuesday, June 30, 2015**. The AAR shall be submitted on a form provided by NAVAA and shall, at a minimum, include:
    - i. The dates and narrative description of the project.
    - ii. An explanation for any unimplemented planned activities.
    - iii. A list of major project co-sponsors and collaborative organizations and a brief description of their respective contributions to the project.
    - iv. An enumeration of the type of public awareness events and activities conducted, materials produced and distributed and media contacts made.
    - v. Itemization of all speakers and related costs funded by the project.
    - vi. To the extent available, indicators of the reach or impact of the project (e.g. number of people attending an event) and any discernible results.
    - vii. Detailed itemization of requested reimbursable expenditures.
    - viii. Documentation of project implementation (e.g. copies of news stories, photographs, press releases, etc.).
    - ix. Comments and feedback on the NCVRW CAP program and suggestions to improve the program.
    - x. Such other information as may reasonably be requested by NAVAA and/or OVC.
6. The Subgrantee agrees to retain for a period of at least three years from the end of the project and to make available on request to NAVAA, its agents or authorized agents of the U.S. Government all records and financial statements, including adequate documentation of all expenditures and obligations made under this agreement.

7. To the extent permitted by law, the Subgrantee agrees to protect, indemnify, defend and hold harmless NAVAA, its officers, directors, employees and agents, against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or in connection with the activities or events funded under this agreement except those claims arising out of the sole negligence or willful misconduct of the NAVAA.
8. The Subgrantee shall use the following or similar statement on appropriate products and materials produced and/or distributed under this subgrant:  
*"This project is supported by a National Crime Victims' Right Week Community Awareness Project subgrant awarded by the National Association of VOCA Assistance Administrators under a Victims of Crime Act (VOCA) grant from the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice."*
9. The Subgrantee shall not use or permit the use of the logo of the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime except on materials that have received prior approval from OVC.
10. The Subgrantee understands and agrees that any training or training materials developed or delivered with funds provided under this subgrant must adhere to OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
11. The Subgrantee acknowledges that NAVAA and OVC reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) the copyright in any work developed under this subgrant; and (2) any rights of copyright to which a subgrantee purchases ownership with Federal support. The Subgrantee acknowledges that NAVAA and the Office of Justice Programs have the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
12. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
13. The Subgrantee understands and agrees that subgrant funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from these funds, or of the parents or legal guardians of such students.
14. The Subgrantee shall not assign any of its rights or obligations under this agreement, or delegate the performance of any of its duties hereunder, without the prior consent of the NAVAA.

I have read and fully understand this agreement and agree to abide by the terms and conditions thereof and certify that I am authorized to enter into this agreement.

On behalf of:  
National Association of VOCA Assistance  
Administrators (NAVAA):

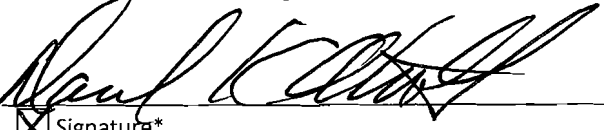
  
\_\_\_\_\_  
Signature

Steve Derene  
\_\_\_\_\_  
Type or Print Name of Authorized Official

Executive Director  
\_\_\_\_\_  
Title

November 13, 2014  
\_\_\_\_\_  
Date

On behalf of:  
Boone County Prosecuting Attorney

  
\_\_\_\_\_  
 Signature\*

Daniel Atwill  
\_\_\_\_\_  
Type or Print Name of Authorized Official

Presiding Commissioner  
\_\_\_\_\_  
Title

November 18, 2014  
\_\_\_\_\_  
Date

**\*Electronic Signature** – In accordance with federal law, by entering the printed name, title and date and clicking the above box to mark it with an "X," the Authorized Representative certifies this document to be true and accurate to the same degree as a handwritten signature.



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 18th day of November 20 14

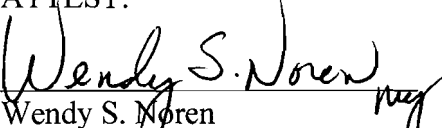
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Juvenile Office to increase revenue and expenditures for the Fostering Court Improvement JCIP sub-grant for the period 10/1/14 – 12/31/14.

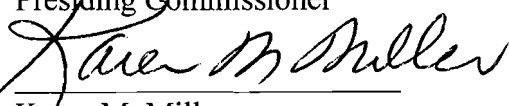
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03411	Judicial Grants	Federal Reimbursement		750
1243	37230	Judicial Grants	Meals, Lodging & Training		700
1243	37240	Judicial Grants	Registration/Tuition		50

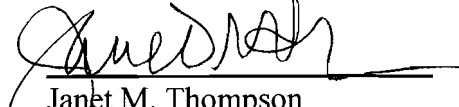
Done this 18th day of November, 2014.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

RECEIVED

OCT 31 2014

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY AUDITOR

BOONE COUNTY, MISSOURI

10/29/14

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	1	1	Judicial Grants	Federal Reimbursement		750.00
1	2	4	3	3	7	2	3	0	Judicial Grants	Meals & Lodging-Training		700.00
1	2	4	3	3	7	2	4	0	Judicial Grants	Registration/Tuition		50.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Fostering Court Improvement JCIP Sub-Grant for the period 10/1/14 – 12/31/14.**

*Kathy R*

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- ~~NO~~ A fund-solvency schedule is attached.
- Comments: *fostering crt improvement grant*

*[Signature]*  
Auditor's Office

*Agenda*

*[Signature]*  
PRESIDING COMMISSIONER

*[Signature]*  
DISTRICT I COMMISSIONER

*[Signature]*  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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





State of Missouri  
Office of State Courts Administrator  
Administrative Services Division

Issue Date

October 28, 2014

Award Amount

\$3,000.00

Contract Period

10/1/2014 to 9/30/2015

## Fostering Court Improvement JCIP Sub-grant

The Fostering Court Improvement sites are measured on pre-determined outcomes to include permanency, timeliness and child safety measures. Funding is provided to assist in the implementation of strategies to improve services and outcomes for children.

Contract Number

OSCA 08-075-72

Original Contract

Contract Amendment

Federal CFDA # 93.586

Court/Recipient Information:

The Honorable Jodie Capshaw Asel  
Presiding Judge  
Thirteenth Judicial Circuit  
705 East Walnut  
Columbia, Missouri 65201

Project Director:

Cindy Garrett  
Chief Deputy Juvenile Officer  
Thirteenth Judicial Circuit  
705 East Walnut Street  
Columbia, Missouri 65201

OSCA Program Contact

Kim Abbott  
573-522-6768

OSCA Fiscal Contact

Shelly Peters  
573-522-2751

Special Conditions of this award are attached.

There are no special conditions of this award. Original RFP requirements only.

Funding to cover meals for monthly meetings to ensure more participation. Meetings include attorney round table luncheons with Children's Division, Juvenile Office staff and Guardian ad Litem. The meetings gives time to evaluate goals and objectives to determine what has worked and what needs to be changed.

Requested Funding: \$3,000.00

Awarded Funding: \$3,000.00

**Please Sign, Date and Return by Mail to:**

Office of State Courts Administrator  
Attn: Contracts Unit  
P.O. Box 104480  
Jefferson City, MO 65110 - 4480

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature

OSCA Signature

Printed Name

Date

Printed Name

Presiding Judge Signature

Title

Printed Name

Date

Date

Deputy State Courts Administrator

## Fostering Court Improvement ICIP Sub-grant: Local Court Enhancements (FY15)

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency, timeliness, and child safety measures. In addition, the Children's Division Quality Assurance Specialists provide child welfare data to the local project sites. Strategies are then developed to address areas of deficiency which are identified in the outcome measurements. Funding is available up to \$3000 for each of the project sites to assist them in their ability to implement strategies to improve services and outcomes for children and families. Each site will be required to submit a funding request on this form, along with budgets and justification, for their request in terms of the child welfare goals they hope to achieve and how the funding will support such. Reimbursement would be made in accordance with approved budgets, within OSCA Financial Guidelines, after costs have been incurred.

### Budget Request

Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
a. Lunch-food	\$2,200.00	e.	
b. Training	\$800.00	f.	
c.		g.	
d.		h.	

Total Budget Request \$ 3,000.00

3. Specific County to be reimbursed:

### Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes for children and families?

The Foster Court Improvement team meets monthly. Due to busy schedules, we meet over the lunch hour. We provide lunch to ensure more participation. We have between 20-25 people present at most meetings. We review goals, and evaluate our progress. We also discuss concerns that may have come up since the last meeting. We are requesting funds to cover the cost of lunch provided at eleven meetings for approximately 25 people. As part of our FCI goals, we also hold quarterly round table meetings with our contracted attorneys, in order to address concerns, and to foster communication among team members. We plan to hold four of these round table meetings during the grant period. (please see attachment)

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

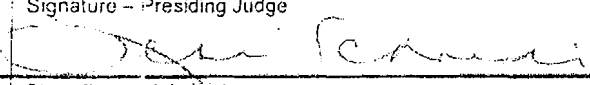

Funding must be spent prior to September 30, 2015 and OSCA must be billed prior to October 9, 2015.)

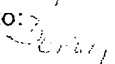
Monthly FCI meetings, providing lunches, beginning in November 2014 until September 2015 (eleven meetings). Contract attorney round table meetings with Children's Division and Juvenile Officer staff-Dec. 2014, March 2015, June 2015, and Sept. 2015. Trainings will be held beginning in November 2014, and ending Sept. 2015. The Guardian ad Litem training is scheduled for November 11, 2014.

### For OSCA Internal Use Only

	Yes	No
1. Does this request fall within the scope of the Fostering Court Improvement Program?		
2. Does this request meet the requirements of the DHHS-ACF requirements for uses of these grant funds?		
3. Is it clear that funding will be expended by September 30, 2015 and billed to OSCA before October 9, 2015?		
4. Are there any special terms or conditions attached to this award?		

### Authorization (please both sign and print your name)

Circuit 13 <sup>th</sup>	Signature - Presiding Judge 	Date 10/20/14
OSCA OSCA 08-075-72	State Courts Administrator 	Date 10/20/14

Return to:  Office of State Courts Administrator, Contracts Section  
2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

We continue to focus on goals of providing timely permanency for children under the age of three by ensuring 75% of the cases have reached permanency within 15 months and engaging parents in the treatment plan within the first 60 days of their child coming into state custody. Training is an area of need that often arises in an effort to accomplish our goals. We anticipate using funds for training to purchase training materials, lunch and/or snacks, and paying for trainers, if necessary. We anticipate having four trainings. Our circuit also holds a yearly Guardian ad Litem training. Children's Division is frequently unable to send any of their staff to the training due to lack of training funds. We would request training funds for Children's Division staff to attend the annual Guardian ad Litem training.

1243 Judicial Grants & Contracts  
 Fostering Court Improvement Grant  
 Calculations for Budget Amendment  
 October 1, 2014- December 31, 2014

	37230 - Meals	37240- Registration for Training	03451- State Reimburse ment
October - December 2014 Exp. Estimate:	<u>\$ 700.00</u>	<u>\$ 50.00</u>	<u>\$ 750.00</u>
2014 Budget Amendment Expenditure Amounts:	\$ 700.00	\$ 50.00	<u>\$ 750.00</u>
2014 Budget Amendment Revenue Amounts:	\$ 700.00	\$ 50.00	<u>\$ 750.00</u>

Grant Award:	
Oct.-Dec 2014	\$750.00
Jan-Sept. 2015	<u>\$2,250.00</u>
Total Grant Award:	<u><u>\$3,000.00</u></u>

1243 Judicial Grants & Contracts  
 Fostering Court Improvement Grant  
 Calculations for Budget Amendment  
 January 1, 2015- September 30, 2015

	37230 - Meals	03451-State Reimburse ment
January - September 2015 Exp Estimate:	<u>\$ 2,250.00</u>	<u>\$ 2,250.00</u>
2015 Budget Amendment Expenditure Amounts:	\$ 2,250.00	<u>\$ 2,250.00</u>
2015 Budget Amendment Revenue Amounts:	\$ 2,250.00	<u>\$ 2,250.00</u>

Grant Award:	
Oct.-Dec 2014	\$750.00
Jan-Sept. 2015	<u>\$2,250.00</u>
Total Grant Award:	<u><u>\$3,000.00</u></u>

FY2014  
Budget Amendments/Revisions  
Judicial Grants & Contracts (1243)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	2/13/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$3,231		Roll unused FY2014 DYS Probation Services Grant
		1243	10100	Judicial Grants/Contracts	Salaries & Wages	\$1,643		
		1243	10200	Judicial Grants/Contracts	FICA	\$126		
		1243	10325	Judicial Grants/Contracts	Disability Insurance	\$5		
		1243	10400	Judicial Grants/Contracts	Workers Comp	\$1,097		
		1243	10500	Judicial Grants/Contracts	401(A) Match Plan	\$360		
2	2/13/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$1,628		Roll unused FY2014 DYS Intensive Intervention Grant
		1243	71100	Judicial Grants/Contracts	Outside Services	\$1,628		
3	2/13/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$271		Roll unused FY2014 Fostering Court Improvement
		1243	37230	Judicial Grants/Contracts	Meals & Lodging - Training	\$236		
		1243	37240	Judicial Grants/Contracts	Registration/Tuition	\$35		
4	3/27/2014	1243	71100	Judicial Grants/Contracts	Outside Services		\$900.00	Purchase laptop approved in VAWA Grant
		1243	92301	Judicial Grants/Contracts	Replacement Computer Hardware	\$900		
5	5/5/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$3,000		Inc. rev. & exp. For Multidisciplinary Training for Child Welfare Cases grant
		1243	71101	Judicial Grants/Contracts	Professional Services	\$3,000		
6	5/6/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$1,541		Inc. revenues and expenditures for DMC Grant
		1243	23050	Judicial Grants/Contracts	Other Supplies	\$741		
		1243	71100	Judicial Grants/Contracts	Outside Services	\$800		
7	5/16/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$6,392		DMC Contractual Diversion Strategy Funding
		1243	37220	Judicial Grants/Contracts	Travel to Training	\$1,982		
		1243	37230	Judicial Grants/Contracts	Meals/Lodging	\$4,410		
8	6/9/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$5,000		FY14 DRRF Grant-Contact for Kids: A Safe Way Grant
		1243	71101	Judicial Grants/Contracts	Professional Services	\$5,000		
9	6/12/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$12,298		Juvenile Justice Program Assistance Grant
		1243	23050	Judicial Grants/Contracts	Other Supplies	\$625		
		1243	23400	Judicial Grants/Contracts	Food	\$511		
		1243	37000	Judicial Grants/Contracts	Dues	\$500		
		1243	71100	Judicial Grants/Contracts	Outside Services	\$7,847		
		1243	71600	Judicial Grants/Contracts	Equipment Lease	\$2,815		
10	7/8/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$1,500		Juvenile Justice Educational Regional Training
		1243	71101	Judicial Grants/Contracts	Professional Services	\$1,500		
11	7/11/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$1,000		Juvenile Detention Alternative Initiative Grant
		1243	37235	Judicial Grants/Contracts	Meals & Lodging - Training	\$1,000		
12	8/8/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$2,192		Intensive Intervention Grant
		1243	71100	Judicial Grants/Contracts	Outside Services	\$2,192		
13	8/8/2014	1243	3451	Judicial Grants/Contracts	State Reimb-Grant/Program/Other	\$44,126		Probation Services Grant
		1243	10100	Judicial Grants/Contracts	Salaries & Wages	\$34,341		
		1243	10200	Judicial Grants/Contracts	FICA	\$2,627		
		1243	10300	Judicial Grants/Contracts	Health Insurance	\$4,987		
		1243	10325	Judicial Grants/Contracts	Disability Insurance	\$100		
		1243	10350	Judicial Grants/Contracts	Life Insurance	\$47		
		1243	10375	Judicial Grants/Contracts	Dental Insurance	\$500		
		1243	10400	Judicial Grants/Contracts	Workers Comp	\$1,164		
		1243	10500	Judicial Grants/Contracts	401(A) Match Plan	\$360		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 18th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Courthouse Plaza by the Missouri NAACP and is applicable for a period of two days following the grand jury ruling in Ferguson, MO.

Done this 18th day of November, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Missouri WAAEP State Conference & Local

Address: 211 Park Deville DR

City: Columbia State: MO ZIP Code 65203

Phone: 573 881-0163 Website: \_\_\_\_\_

Individual Requesting Use: MARY A. RATLIFF

Position in Organization: President

Address: 211 Park Deville DR

City: Columbia State: MO ZIP Code 65203

Phone: 573 881-0163 Email: MARRAT300@AOL.COM

Event: Rally for Michael Brown (Ferguson MO)

Description of Use (ex. Concert, speaker, 5K): Speaker & Rally

Date(s) of Use: Following Jury Verdict (Mike Browns Case)  
we will notify you in advance

Start Time of Setup: ? AM/PM

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

End Time of Event: 2 HR AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 2 1/2 HR AM/PM ?

Emergency Contact During Event: MARY A. RATLIFF Phone: 573-881-0163

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Social media, Flyers, Churches WAAEP



How many attendees (including volunteers) do you anticipate being at your event? 300

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

We will have Marshalls to Direct the Crowd, we will also coordinate Police & Law Enforcement

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

N/A

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

If yes, please note the number of adult supervisors in attendance: 10 # adults per \_\_\_\_\_ # minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

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

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

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

Missouri Department of Revenue Sales Tax Number: N/A

County Merchant's License Number: N/A

City Temporary Business License Number: N/A

Will you be serving alcoholic beverages?  Yes  No

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

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

State Liquor License Number: N/A

County Liquor License Number: N/A

City Liquor License Number: N/A

Will you be selling non-food items?  Yes  No

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

Missouri Department of Revenue Sales Tax Number: N/A

County Merchant's License Number: N/A

City Temporary Business License Number: N/A

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

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

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

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

If yes, what road(s) and/or sidewalk(s)? side walk on w. side of Broadway  
from 4<sup>th</sup> St. SBC. to 8<sup>th</sup> St. to Courthouse

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

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

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

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

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  
 Yes  No

If yes, please provide the following:

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

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

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

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

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

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

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

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

Organization Representative/Title: Mary A. Rattiff  
Address: 211 Park Deville Dr. Columbia, MO 65203  
Phone Number: 573-881-0163 Date of Application: 11/14/14  
Email Address: MARRAT300@AOL.COM  
Signature: Mary A. Rattiff

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

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

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

ATTEST:

Wendy S. Norew  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 11-18-14