-2019

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI		January Session	Term. 20	19			
County of Boone	ea.						
In the County Commission of	of said county, on	the	10th	day of	January	20	19

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement between the County of Boone and Oil Investments RTK, LLC.

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

Done this 10th day of January, 2019.

ATTEST:

lnnonpy nannað

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Fred J. Parry District I Commissioner

Janet M. Thompson District II Commissioner

### Stormwater Erosion and Sediment Control Security Agreement

Date: December 17, 2018

Developer/Owner Name: Oil Investments RTK, LLC Address: 302 Campusview Dr., Ste 211 Columbia, MO 65201

Development: Break Time - Route K & Old Plank Rd.

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. **Background and Purpose of Agreement** The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
- Description of Improvements The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Breaktime – Route K & Old Plank Rd. The SWPPP and ESC was prepared by Crockett Engineering Consultants on December 10, 2018.
- 3. **Time for Completion** The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 17th day of December 2020, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$26,760.10, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- □ Cash deposit with County Treasurer
- □ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- □ Certificate of Deposit issued by FDIC insured bank for a term of \_\_\_\_\_ months
- □ Corporate surety bond issued to Boone County
- 5. Use of Security The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 17, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 17, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account thendesignated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
- 6. Additional Sums Due In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
- 7. **Remedies Cumulative** Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
- 8. Authority of Representative Signatories Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly

authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. Binding Effect – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWILEDGED AND AGREED TO: DEVELOPER/OWNER: By Printed Name: John L Skites

Title: Manage

### **BOONE COUNTY, MISSOURI:**

Department of Resource Management

Canne

Stan Shawver, Director Resource Management

County Commission

Daniel K. Atwill, Presiding Commissioner

Attest: ianna č Lennon Mg Brianna L. Lennon Boone County Clerk

**County Treasurer** Tom Darrough, County Treasurer

Approved as to form: C. **County Counselor** thouse

### PERFORMANCE BOND

### KNOW ALL PERSONS BY THESE PRESENT, that we,

 Oil Investments RTK, LLC

 302 Campusview Dr., Suite 211, Columbia, MO 65201

 as Principal, hereinafter called Principal, and
 Liberty Mutual Insurance Company

 Interchange Corporate Center, 450 Plymouth Rd, Suite 400, Plymouth Meeting, PA 19462-1644

 a Corporation, organized under the laws of the State of
 Massachusetts

 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 Boone County, in

 the amount of
 <u>Twenty-six Thousand Seven Hundred Sixty and 10/100</u>

 Dollars, for the

 payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,

 successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Principal has procured a Land Disturbance Permit LD 1407 from the County of Boone

Project Name: Breaktime – Route K & Old Plank Rd.

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

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

Whenever Principal shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or

2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is actually completed on the subject site.

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

IN TESTIMONY WHEREOF, the Principal 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 Naught-Naught Agency on this 14th day of December ,20 18 . Oil Investments RTK, LLC (XXX)

(SEAL)

BY: Liberty Mutual Insurance Company (Surety Company)

(SEAL)

BY: Teresa Stephenson (Attorney-in-Fact)

BY: presentative)

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

Surety Contact Name:Brian GunsallusPhone Number:(913)319-7014Address:8700 Indian Creek Parkway, Suite 350Overland Park, KS 66210



To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,

]| -2019

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January S	January Session of the January Adjourned						
County of Boone								
In the County Commission of said coun	ty, on the	10th	day of	January	<b>20</b> 19			

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Four to 66/2010 – Radio Consulting Services between Boone County and David O. Dunford.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Four.

Done this 10th day of January, 2019.

ATTEST:

Brianna & Lennon por Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Fred J. Parry District I Commissioner

MPNN

Janet M. Thompson District II Commissioner

# **Boone County Purchasing**

Robert Wilson Buyer



613 E. Ash St., Room 113 Columbia, MO 65201 Phone: (573) 886-4393 Fax: (573) 886-4390

### MEMORANDUM

TO:	Boone County Commission
FROM:	Robert Wilson
DATE:	November 21, 2018
RE:	Amendment #4: 66/2010 – Radio Consulting Services

Contract *66/2010 – Radio Consulting Services* was approved by commission for award to David O. Dunford on August 26, 2014, commission order 402-2014.

This amendment renews the contract for the period January 1, 2019 – December 31, 2019 for the following:

Professional Services at \$60/hour, not to exceed \$95,000 Reimbursable expenses not to exceed \$18,000

Invoices will be paid from department 2704 – Radio Network Operations, account 71101 – Professional Services.

cc: Pat Schreiner, Joint Communications Contract File

An Affirmative Action/Equal Opportunity Institution

### CONTRACT AMENDMENT #4 RADIO CONSULTING SERVICES

The Contract Agreement **66/2010** dated August 26, 2014 made by and between Boone County, Missouri and **David O. Dunford** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Renew contract for the period January 1, 2019 through December 31, 2019 for the following:

Professional Services @ \$60.00/hour, shall not exceed \$95,000 per contract period Reimbursable Expenses shall not exceed \$18,000 per contract period

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

DAVID OADUNFORD

Title Comprogram

### **BOONE COUNTY, MISSOURI**

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM: Eoun

ATTEST: Dhanna I. Lennon pop 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.)

2704-71101 / Professional Services not to exceed \$95,000/year, Reimbursable Expenses not to exceed \$18,000/year

June Pitchford by jay 12/27/2018 Signature Date Appropriation Account

CERT CERT	TIFICAT	E OF LIAB	ILITY INSU	JRANCE	4 4 5	DATE (MM/DD/YYYY) 3/12/2018
THIS CERTIFICATEIS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF I REPRESENTATIVE OR PRODUC	ATIVELY OR N	EGATIVELY AMEND, DES NOT CONSTITUT	EXTEND OR ALTER	R THE COVERAC	SE AFFORDED BY THE	POLICIES
IMPORTANT: If the certificate hole If SUBROGATION IS WAIVED, sub certificate does not confer rights	ject to the term	ns and conditions of t	he policy, certain p h endorsement(s).		-	
PRODUCER			CONTACT NAME: PHONE		FAX	
HAAS&WILKERSON INC/PH			(A/C, No, Ex1): (866)	467-8730	(A/C, No): (88	8) 443-6112
330012 P:(866) 467-8	730 E': (88	38) 443-6112	ADDRESS:			
O BOX 29611 HARLOTTE NC 28229				IRER(S) AFFORDING COV		
IARLUIIL INC 20229			INSURERA: Hartfor	d Casualty In	IS UO	
			INSURER B :			
AVID DUNFORD			INSURER D :			
895 CEDAR CREEK RD			INSURER E :			
E SOTO KS 66018			INSURER F :			
OVERAGES	CERTIFICAT	E NUMBER:		REVIS	SION NUMBER:	L
THIS IS TO CERTIFY THAT THE PO INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OF TERMS, EXCLUSIONS AND CONDITION	A REQUIREMENT	NT, TERM OR CONDITION I, THE INSURANCE	on of any contra Afforded by the Ay have been redu	OR OTHER D POLICIES DESC	OCUMENT WITH RESPEC	CT TO WHICH THIS
VSR TIPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$1,000,000
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
X General Liab	X	37 SBA AM5386	04/01/2018	04/01/2019	MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE PRODUCTS - COMP/OP AGO	\$2,000,000 \$2,000,000
					PRODUCTS - COMPTOP AGO	\$
					COMBINED SINGLE LIMIT	\$1,000,000
ANY AUTO					(Ea accident) BODILY INJURY (Per person)	3
A OWNED SCHEDULED AUTOS	X	37 SBA AM5386	04/01/2018	018 04/01/2019	BODILY INJURY (Per accident	) s
X HIRED X NON-OWNED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
						\$
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	s
EXCESS LIAB CLAIMS-N	ADE				AGGREGATE	s
DEC RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LLIBILIT					PER OTH- STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	//N N/A				E.L. EACH ACCIDENT	\$ 
(Mandatory in NH)					E.L. DISEASE- EA EMPLOYEE	ŝ
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
		Additional Demoder Ontentio				
scription of operations/locations/ hose usual to the In	•			, , ,	an Additional	
nsured per the Busin						
olicy.		_ 5				
ERTIFICATE HOLDER			CANCELLATION	4		
			BEFORE THE EXPL DELIVERED IN ACC	IRATION DATE T	CRIBED POLICIES BE C HEREOF, NOTICE WILL H THE POLICY PROVIS	BE
County of Boone, Miss	ouri		AUTHORIZED REPRESEI Suban S.	Castaneo	2a)	
COLUMBIA, MO 65201						K AS B 1 4 1 4

© 1988-2015 ACORD CORPORATION. All rights reserved The ACORD name and logo are registered marks of ACORD

A	CORD	CED	тіс	ICATE OF LIA				·c [	DATE	(MM/DD/YYYY)
										1/9/2018
C	THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF I	ATIVELY	ORN	EGATIVELY AMEND, EX	TEND	OR ALTER T	HE COVERA	GE AFFORDED BY TH	E POLIC	CIES
F	REPRESENTATIVE OR PRODUCE	R, AND T	HE C	ERTIFICATE HOLDER.						
H	MPORTANT: If the certificate hole f SUBROGATION IS WAIVED, sub his certificate does not confer rig	ject to th	e tern	ns and conditions of the	policy,	certain polic	ies may req			
	DUCER		certi	incate noticer in neu or st	CONTA NAME:					
Ins	surance Warehouse KC				PHONE	o, Ext): (913) 7		FAX (A/C, No)	•	
90	58 Parkhill St				E-MAIL	ss: paden.ma	tthew@gmail.	com		
						INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
Le	enexa			KS 66215	INSURER A : Hartford Insurance					
INSI	URED				INSURE	RB:				
•	Dave Dunford				INSURE					
	8895 Cedar Creek				INSURE					
	De Sotto,KS			KS 66018	INSURER E :					
со	VERAGES	CERTIFIC	ATE	NUMBER:	1.100112			REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICI	ES OF INS	URAN	CE LISTED BELOW HAVE BE			SURED NAM	ED ABOVE FOR THE POLI		
С	NDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SU	PERTAIN	, THE	INSURANCE AFFORDED BY	THE PC	LICIES DESCR	RIBED HEREIN			
		ADD		(		POLICY EFF (MM/DD/YYYY)		LIM	ITS	
	COMMERCIAL GENERAL LIABILITY	INSL						EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
								PRODUCTS - COMP/OP AGG	\$	
			+					COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNER AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
		MADE						AGGREGATE	\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			2711/15/010 1 70 1		00/00/2010	00/00/2010	E.L. EACH ACCIDENT	\$	100000
A	(Mandatory in NH)		`	37WECIB1701		08/09/2018	08/09/2019	E.L. DISEASE - EA EMPLOYER	≡ \$	500000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	100000
DES	CRIPTION OF OPERATIONS / LOCATIONS /	VEHICLES	ACOR	D 101, Additional Remarks Sched	iule, may	be attached if m	ore space is requ	uired)		
CE	RTIFICATE HOLDER				CANC	ELLATION				
								ESCRIBED POLICIES BE C F, NOTICE WILL BE DELIN		
	County of Boone				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	613 E Ash St				AUTHOR					
	Columbia,Mo 65201				AUTHOR	NEED KEFKESEI				
					Ĺ	Jary F	aden			

ACORD 25 (2016/03)	ACORD	25	(201	6/03)
--------------------	-------	----	------	-------

© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

Ó

Commission Order: 560-17 Date: 12.21.17

### CONTRACT AMENDMENT #3 RADIO CONSULTING SERVICES

The Contract Agreement **66/2010** dated August 26, 2014 made by and between Boone County, Missouri and **David O. Dunford** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Renew contract for the period January 1, 2018 through December 31, 2018 for the following:

Professional Services @ \$60.00/hour, shall not exceed \$95,000 per contract period Reimbursable Expenses shall not exceed \$18,000 per contract period

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

DAVID Ø. DUNFORD

title

### **BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST: Taylor W/Burks, County Clerk

### AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.) 2704-71101 / Professional Services not to exceed \$95,000/year,

******	_					
	D' ll A				ot to exceed \$18,000/year	
June	tallord	64	1a	12/19/2017	-Parding FYZUB BLACK	Aproval
Signature	U	/	10	Date	Appropriation Account	60

Commission Order: 537-3017 Date: 12-5-17

### CONTRACT AMENDMENT #2 RADIO CONSULTING SERVICES

The Contract Agreement **66/2010** dated August 26, 2014 made by and between Boone County, Missouri and **David O. Dunford** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add \$20,000 to the "not to exceed" contract total for the period January 1, 2017 – December 31, 2017. The 2017 renewal shall now read:

Professional Services @ \$60.00/hour, shall not exceed \$95,000 per contract period Reimbursable Expenses shall not exceed \$18,000 per contract period

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

DAVID O. DUN

title

### **BOONE COUNTY, MISSOURI**

Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM: ounselorher P

Taylor W. Burks, County Cler

### 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.) 2704-71101 / Professional Services not to exceed \$95,000/year,

	0-1	Re	imbursable Expense	ses not to exceed \$18,000/year
Jun	Pitchford	by air	11/27/2017	· · · · · · · · · · · · · · · · · · ·
Signature		1155	Date	Appropriation Account

ACORD <sup>®</sup> CER	TIFIC	TA	E OF LIABI	LITY INSU	JRANCE		DATE (MM/DD/YYYY) 3/6/2017				
THIS CERTIFICATEIS ISSUED AS CERTIFICATE DOES NOT AFFIR BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODU	MATIVELY INSURAN	OR I	REGATIVELY AMEND, E DES NOT CONSTITUTE	EXTEND OR ALTER A CONTRACT BE	R THE COVERAG	E AFFORDED BY THE	POLICIES				
IMPORTANT: If the certificate ho If SUBROGATION IS WAIVED, su certificate does not confer rights PRODUCER	bject to th	e teri	ns and conditions of th	e policy, certain po							
HAAS&WILKERSON INC/P	щQ			NAME: PHONE		FAX					
330012 P: (866) 467-8		0	001 112 6112	(A/C, No, Ext): (866) E-MAIL	467-8730	(A/C, No): (88	38) 443-6112				
PO BOX 29611	130 E	: (0	00) 443-0112	ADDRESS:	NAIC#						
CHARLOTTE NC 28229				INSURER A: Hartfor	d Casualty In						
INSURED				INSURER B :							
				INSURER C :							
DAVID DUNFORD			·	INSURER D :							
8895 CEDAR CREEK RD				INSURER E :							
DE SOTO KS 66018				INSURER F :							
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 INSURED ABOVE FOR F											
THIS IS TO CERTIFY THAT THE PO INDICATED. NOTWITHSTANDING A CERTIFICATE MAY BE ISSUED O TERMS, EXCLUSIONS AND CONDITION	NY REQU	REME	NT, TERM OR CONDITIO	N OF ANY CONTRA	CT OR OTHER D POLICIES DESC	OCUMENT WITH RESPE RIBED HEREIN IS SUB	CT TO WHICH THIS				
INSR TIPE OF INSURANCE	ADD INST	L SUBR	POLICYNUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/XXXX)	LIM	TTS				
COMMERCIAL GENERAL LIABILIT	1		1 gr			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000				
A X General Liab	X		37 SBA AM5386	04/01/2017	04/01/2018	MED EXP (Any one person)	\$10,000				
						PERSONAL & ADV INJURY	\$1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER	2:					GENERAL AGGREGATE	\$2,000,000				
POLICY PRO-X LOC						PRODUCTS - COMP/OP AGO	₃\$2,000,000				
OTHER:						COMBINED SINGLE LIMIT	\$ \$1,000,000				
AUTOMOBILE LIABILITY						(Ea accident) BODILY INJURY (Per person)					
	x		37 SBA AM5386	04/01/2017	04/01/2018	BODILY INJURY (Per accident					
AUTOS ONLY AUTOS X HIRED X AUTOS ONLY AUTOS ONLY	,		JI DIA MIJUU			PROPERTY DAMAGE (Per accident)	\$				
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$				
EXCESS LIAB CLAIMS		+				AGGREGATE					
							\$				
DEC RETENTION S WORKERS COMPENSATION		+			······································	PER OTH- STATUTE ER					
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIV	EY/N					E.L. EACH ACCIDENT	ş				
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE- EA EMPLOYE	E <sup>S</sup>				
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	r <sup>\$</sup>				
DESCRIPTION OF DEEM HONS DOW											
DESCRIPTION OF OPERATIONS / LOCATIONS	/ VEHICASS	RD 101	, Additional Remarks Schedule	, may be attached if more	e space is required)	1					
Those usual to the I	nsured	's	Operations. C	ertificate	Holder is	an Additional	l				
Insured per the Busi	ness L	iab	ility Coverage	e Form SS00	08 attach	ed to this					
policy.											
CERTIFICATE HOLDER				CANCELLATION	4						
				SHOULD ANY OF T BEFORE THE EXP	THE ABOVE DES	CRIBED POLICIES BE HEREOF, NOTICE WILL H THE POLICY PROVIS	LBE				
County of Boone, Mis	souri			AUTHORIZED REPRESE							
613 E ASH ST RM 110				Jaz	- Mail	log					
COLUMBIA, MO 65201				,		ORD CORPORATION	All rights				
ACORD 25 (2016/03)	Т	ie A(	ORD name and logo				. An rights reser				

A	CERIF	-IC/	41	e of liabi	LITINSC	KANCE		3/13/2017
CER BELC	CERTIFICATEIS ISSUED AS A MA TIFICATE DOES NOT AFFIRMATIN DW. THIS CERTIFICATE OF INSU RESENTATIVE OR PRODUCER, A	/ELY RANC	or N E Do	EGATIVELY AMEND, ES NOT CONSTITUTE	EXTEND OR ALTER	THE COVERAG	E AFFORDED BY THE F	OLICIES
IMPC If SU	ORTANT: If the certificate holder is BROGATION IS WAIVED, subject ficate does not confer rights to th	s an A to the	DDIT term	IONAL INSURED, the is and conditions of the	policy(ies) must hav he policy, certain po			
RODUCE	R				CONTACT NAME: PHONE		FAX 400	
	&WILKERSON INC/PHS	_			(A/C, No, Ext): (866) E-MAIL	467-8730	(A/C, No): (88	8) 443-6112
	12 P: (866) 467-8730	) E':	(88	38) 443-6112	ADDRESS:			
	OX 29611					RER(S) AFFORDING COVE		NAIC#
****	LOTTE NC 28229				INSURER A: Hartfor	d Casualty In	s Co	
SURED					INSURER B : INSURER C :			
אד <b>ד ד</b> רקר	D DUNFORD				INSURER D :			
	CEDAR CREEK RD							
	OTO KS 66018							
		RTIC	CAT	ENUMBER:	INSURER F :	REVIS	ION NUMBER:	[
THIS INDIC	IS TO CERTIFY THAT THE POLICIE CATED, NOTWITHSTANDING ANY R TIFICATE MAY BE ISSUED OR MA AS, EXCLUSIONS AND CONDITIONS OF	S OF EQUIF	INSUF REMEN	RANCE LISTED BELOW IT, TERM OR CONDITION I, THE INSURANCE	ON OF ANY CONTRA AFFORDED BY THE AY HAVE BEEN REDUC	to the insure Ct or other d Policies desc	o named above for th ocument with respec Ribed Herein IS Subj	T TO WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	
	COMMERCIAL GENERAL LIABILITY				·		EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300 <b>,</b> 000
AX	General Liab	X		37 SBA AM5386	04/01/2017	04/01/2018	MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
G	EN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						COMBINED SINGLE LIMIT	\$
A							(Ea accident)	\$1,000,000
	OWNED SCHEDULED				04 (01 /0017	04/01/0010	BODILY INJURY (Per person)	\$
A	AUTOS ONLY AUTOS	X		37 SBA AM5386	04/01/2017	04/01/2018	BODILY INJURY (Per accident) PROPERTY DAMAGE	s
Ļ	AUTOS ONLY						(Per accident)	\$
							EACH OCCURRENCE	P
	UMBRELLA LIAB OCCUR						AGGREGATE	\$
	EXCESS LIAB CLAIMS-MADE							\$ e
W	DEC RETENTION \$						PER OTH-	
AN	ID EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
OF	FICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE- EA EMPLOYEE	\$
lf	yes, describe under						E.L. DISEASE - POLICY LIMIT	\$
D	ESCRIPTION OF OPERATIONS below	+						<u>_</u>
ESCRI	PTION OF OPERATIONS / LOCATIONS / VEH	OMESO	RD 101.	Additional Remarks Schedu	le, may be attached if mor	e space is required)	I	
hos	se usual to the Insu	red	's (	Operations. (	Certificate	Holder is	an Additional	L
Insu	red per the Busines	s L	iab	ility Coverag	ge Form SSOC	08 attach	ed to this	
poli	су.							
CERT	IFICATE HOLDER				CANCELLATIO			
					BEFORE THE EXP	IRATION DATE 1	CRIBED POLICIES BE ( THEREOF, NOTICE WILL TH THE POLICY PROVIS	BE
Coui	nty of Boone, Missou	ıri			AUTHORIZED REPRESE			
	E ASH ST RM 110				Jac	- Mais	los	
COL	UMBIA, MO 65201					, und	N N	

DATE (MM/DD/YYYY)

ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved The ACORD name and logo are registered marks of ACORD

Commission Order: <u>388 - 2016</u> 2.25-16

### CONTRACT AMENDMENT #1 RADIO CONSULTING SERVICES

The Contract Agreement **66/2010** dated July 2, 2015 made by and between Boone County, Missouri and **David O. Dunford** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Renew for the period August 1, 2016 through December 31, 2016 for the following:

Professional Services @ \$60.00/hour, shall not exceed \$31,250 per contract period

Reimbursable Expenses shall not exceed \$6,000 per contract period

2. Renew for the period January 1, 2017 through December 31, 2017 for the following:

Professional Services @ \$60.00/hour, shall not exceed \$75,000 per contract period

Reimbursable Expenses shall not exceed \$18,000 per contract period

3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**DAVID O. DUNFORD** 

title

### **BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM: Couns

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.) 2701-71101 / Professional Services not to exceed \$75,000/year Reimbursable Expenses not to exceed \$6,000/year

Mme Pitchford, by Wa Signature 8-19-16 Date Appropriation Account

Ą	Ć	on of the second		Ĉ	FRTIF	IC.	ΔT	E OF LIAB	II ITY INSI	IRANCE	GVV R054	DATE (MM/DD/YYYY) 7/1/2016			
C B		TIFICATE DO DW. THIS CE	ES N	ISSU NOT A	ED AS A MA AFFIRMATIV TE OF INSUI	TTE ELY	R OF OR N E D	INFORMATION ONLY NEGATIVELY AMEND,	AND CONFERS NO EXTEND OR ALTEI E A CONTRACT BE	RIGHTS UPON	THE CERTIFICATE HOL E AFFORDED BY THE I UING INSURER(S), AUT	DER. THIS POLICIES			
IN If	IPC SU	RTANT: If th	e cei I IS V	rtifica VAIVE	ate holder is ED, subject	an A to the	DDI terr	TIONAL INSURED, the	policy(ies) must ha the policy, certain p		INSURED provisions or ire an endorsement. A				
PRO	DUCE	R						199979-9797-979999999999999999999999999	CONTACT NAME: PHONE		IFAX (0.0				
		& WILK			,		( )	000 440 6144	(A/C, No, Ext): (866)	) 467-8730	(A/C, No): (88	8) 443-6112			
				) 4	67-8730	F.:	(8	88) 443-6112	ADDRESS						
1		OX 2961			20				INSURER(S) AFFORDING COVERAGE NAIC#						
		LOTTE N	C Z	2822	29			****	INSURERA: Hartfor	d Casualty In	is Co				
11430	RED								INSURER B :						
מח	vт	D DUNFO	٦Q						INSURER D :						
		CEDAR		N.T.	RD				INSURER D :						
		OTO KS							INSURER E :						
I			000		CE	RTIF	CAT	E NUMBER:	INCONLINE .	REVIS	SION NUMBER:				
T IN C T	HIS IDIC ERT ERM	IS TO CERTIN ATED. NOTV IFICATE MAY	VITHS ' BE	STANE ISSL	THE POLICIES DING ANY RI JED OR MA	S OF EQUIF Y PE SUCI	INSU REME RTAI	IRANCE LISTED BELOW NT, TERM OR CONDITI N, THE INSURANCE LICIES. LIMITS SHOWN M	ON OF ANY CONTRA AFFORDED BY THE IAY HAVE BEEN REDU	O TO THE INSURE ACT OR OTHER DE POLICIES DESC	D NAMED ABOVE FOR TO DOCUMENT WITH RESPECT RIBED HEREIN IS SUB	OT TO WHICH THIS			
INSR LTR		TYPE (	OF INS	URANC	CE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/XYYY)	LIMI				
	ļ	COMMERCIAL		· · · · · · · · · · · · · · · · · · ·	1						EACH OCCURRENCE	\$1,000,000			
		CLAIMS-	-MADE	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000			
A	X	General	. Lj	iab		<u>X</u>		37 SBA AM5386	04/01/2016	04/01/2017	MED EXP (Any one person)	\$10,000			
		l									PERSONAL & ADV INJURY	\$1,000,000			
	GE	N'L AGGREGATE		· · · · ·	1						GENERAL AGGREGATE	\$2,000,000			
		POLICY	JECT	r 🔼	LOC						PRODUCTS - COMP/OP AGG	\$2,000,000			
	<u> </u>	OTHER:									COMBINED SINGLE LIMIT	\$			
	AU	ANY AUTO									(Ea accident)	\$1,000,000			
A		OWNED		] SCHE	EDULED	x		37 SBA AM5386	04/01/2016	04/01/2017	BODILY INJURY (Per person) BODILY INJURY (Per accident)	\$			
	x	AUTOS ONLY HIRED AUTOS ONLY	х		os -owned os only	^		37 SBA AM3386	04/01/2010	04/01/201/	PROPERTY DAMAGE (Per accident)	s s			
												\$			
		UMBRELLA LI	AB		OCCUR						EACH OCCURRENCE	\$			
		EXCESS LIAB			CLAIMS-MADE						AGGREGATE	\$			
	140	DED RETER	NTION \$	5		•					PER TOTH-	\$			
	AN	PROPRIETOR/PA	NLITY								STATUTE	s			
	OFF	ICER/MEMBER EX				N/ A					E.L. EACH ACCIDENT	\$			
	lf	ves, describe unde SCRIPTION OF C		TIONS	S below						E.L. DISEASE - POLICY LIMIT	\$			
DESC	RIPT	ION OF OPERATIO	DNS/L	OCATI	ONS / VEHICLES	ACOR	D 101,	Additional Remarks Schedule, r	nay be attached if more space	L	J	,			
Th	os	e usual	to	th	e Insur	red	's	Operations. (	Certificate	Holder is	an Additional				
1								ility Coverad				-			
		cy.						· · · ·							
		_													
CE	RTI	ICATE HOLI	DER						CANCELLATIO	N					
						·····			SHOULD ANY OF BEFORE THE EXP	THE ABOVE DES PIRATION DATE T	CRIBED POLICIES BE C HEREOF, NOTICE WILL H THE POLICY PROVIS	BE			
		ty of B				ri			AUTHORIZED REPRESE	INTATIVE					
		E ASH S							Jac	- Tail	los				
CO	LU	MBIA, M	0 6	5520	01				1		<b>`</b>				

© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD



DATE (MM/DD/YYYY)

ACOND	CER	TIF	ICATE OF LIA	BILI'	<b>FY INSI</b>	JRANC	E	8	3/9/2016		
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER.	IVELY URANC	OR N	IEGATIVELY AMEND, EX DES NOT CONSTITUTE A	TEND C	R ALTER TI	E COVERA	GE AFFORDED BY TH	older. E Polic	THIS		
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subje	r is an / ct to the	ADDI' e tern	TIONAL INSURED, the po ns and conditions of the	policy, (	certain polic	ies may requ	•				
this certificate does not confer right	s to the	certi	ficate holder in lieu of su	CONTACT							
PRODUCER				NAME: Gary Paden							
Insurance Warehouse KC 9058 Parkhill St				(A/C, No, Ext): (913) 7559511 (A/C, No):							
9038 Farking St				ADDRES					NAIC #		
Lenexa			KS 66215	INSURER(S) AFFORDING COVERAGE N. INSURER A : Hartford Insurance							
INSURED				INSURER A : Hartford Insurance							
Dave Dunford				INSURE							
8895 Cedar Creek				INSUREF	D :						
				INSURE	ιE:						
De Sotto,KS	-		KS 66018	INSURE	RF:						
			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 TYPE OF INSURANCE	ADDL	SUBR			POLICY EFF (MM/DD/YYYY)		LIM	ITS			
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$			
CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$			
	_						MED EXP (Any one person)	\$			
							PERSONAL & ADV INJURY	\$			
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$			
							PRODUCTS - COMP/OP AGG	\$ \$			
							COMBINED SINGLE LIMIT	\$			
ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$			
							BODILY INJURY (Per accident		· · · · · · · · · · · · · · · · · · ·		
AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$			
								\$			
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	· · · · · · · · · · · · · · · · · · ·		
EXCESS LIAB CLAIMS-MA	DE						AGGREGATE	\$			
DED RETENTION \$								\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N						STATUTE ER				
ANY PROPRIETOR/PARTNER/EXECUTIVE			37-WEC 1B1701		08/09/2016	08/09/2017	E.L. EACH ACCIDENT	\$ 100			
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYE				
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 100	000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VI	HICLES (	ACOR	D 101, Additional Remarks Sched	dule, may i	e attached if m	ore space is req	uired)				
CERTIFICATE HOLDER			······		ELLATION						
							ESCRIBED POLICIES BE				
County of Boone							of, notice will be deli by provisions.	VERED I	N		
613 E Ash St				AUTHOR	IZED REPRESE	NTATIVE					
Columbia,Mo 65201				9	Pary Pa	eden					
Banna ann <u>an 1995 - 1995</u> - 1997 - 199				(yf			CORD CORPORATION	I. All rig	hts reserved.		

The ACORD name and logo are registered marks of ACORD

# **Boone County Purchasing**

**David Eagle** Office Specialist



613 E. Ash, Room 112 Columbia, MO 65201 Phone: (573) 886-4394 Fax: (573) 886-4390 deagle@boonecountymo.org

July 2, 2015

David Dunford 8895 Cedar Creek Road De Soto, KS 66018

RE: # 66/2010 – Radio Consulting Services for Boone County Joint Communications

Dear Mr. Dunford:

The County of Boone wishes to renew contract # 66/2010 – Radio Consulting Services for Boone County Joint Communications.

Confirming our letter dated **June 29, 2015**, you agreed to renew the contract under the same terms and conditions. Services to be provided under this agreement shall not exceed \$75,000.00 per contract year.

The contract renewal period is August 1, 2015 through July 31, 2016.

Sincerely, a David Eagle

Office Specialist

cc: Dwayne Carey, Sheriff Department Joe Piper, Boone County Joint Communications Dan Atwill, Commission Bid File

# **Boone County Purchasing**

### David Eagle Office Specialist



613 E. Ash St., Room 112 Columbia, MO 65201 Phone: (573) 886-4394 Fax: (573) 886-4390

June 29, 2015

David Dunford 8895 Cedar Creek Road De Soto, KS 66018

RE: # 66/2010 - Radio Consulting Services for Boone County Joint Communications

Dear Mr. Dunford:

The County of Boone is interested in renewing the above referenced contract through July 31, 2016. Please return this renewal by July 6, 2015.

Please sign and date below if you wish to renew the contract. Due to budget constraints the County requests that vendors consider providing services at the same pricing level or less as the previous contract period. If proposing an increase, please provide a letter with the reasoning for the proposed increase

PAN	0. Du	agree to renew contract # 66/2010 - Rac	io Consulting Services under the same terms and conditions with the same
pricing affor	ded the City	of Columbia, MO.	

NAU. MM.

6-30-15 Date

Please sign and date below if you do not wish to renew # 66/2010 - Radio Consulting Services.

I, do not wish to renew the above referenced contract.

Signature

Date

Please sign and return by email or fax. If approved, we will send you a confirmed contract renewal letter.

Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by email to: deagle@boonecounty.org.

locerely. ali David Eagle Office Specialist

cc: Dwayne Carey, Sheriff Department Joe Piper, Boone County Joint Communications Dan Atwill, Commission Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

ACORD <sup>®</sup> CERTIFI				JRANCE	KST R054	DATE (MM/DD/YYYY) 6/30/2015		
THIS CERTIFICATEIS 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 SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER			CONTACT NAME:					
HAAS & WILKERSON INC/PHS			PHONE (A/C, No, Ext): (866) 467-8730 [A/C, No): (877) 538-8526					
330012 P: (866) 467-8730	F:(8	877) 538-8526	E-MAIL ADDRESS:					
PO BOX 29611			INSURER(S) AFFORDING COVERAGE NAIC#					
CHARLOTTE NC 28229			INSURER A: Hartfor	29424				
INSURED		ender eiten die selectieken die staat die bestaar onderen werden.	INSURER B :					
			INSURER C :		<u></u>			
DAVID DUNFORD			INSURER D :					
8895 CEDAR CREEK RD			INSURER E :					
DE SOTO KS 66018			INSURER F :					
	TIFICA	TE NUMBER:	1	REVIS	ION NUMBER:			
THIS IS TO CERTIFICATE NOMBER. 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 TYPE OF INSURANCE	ADDL SU INSR W		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI			
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$1,000,000		
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300 <b>,</b> 000		
A X General Liab	Х	37 SBA AM5386	6 04/01/2015	04/01/2016	MED EXP (Any one person)	\$10,000		
					PERSONAL & ADV INJURY	\$1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000		
POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000		
OTHER:						\$		
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
ANY AUTO					BODILY INJURY (Per person)	ş		
A ALL OWNED SCHEDULED AUTOS	X	37 SBA AM5386	6 04/01/2015	04/01/2016	BODILY INJURY (Per accident)	\$		
X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$		
						\$		
					EACH OCCURRENCE	\$		
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$		
DED RETENTION \$						\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	7		
(Mandatory in NH)					E.L. DISEASE- EA EMPLOYEE	2		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES ()	ACORD 101	, Additional Remarks Schedule, n	nay be attached if more spac	e is required)				
Those usual to the Insur	ed's	Operations. (	Certificate	Holder is	an Additional			
Insured per the Business	Lial	oility Coverag	ge Form SS00	08 attach	ed to this			
policy.			-					
CERTIFICATE HOLDER CANCELLATION								
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS						BE		
County of Boone, Missour	ci		DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
613 E ASH ST RM 110 Jac Maillon								
COLUMBIA, MO 65201								

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

KST

View assistance for Search Results

### **Search Results**

### **Current Search Terms: David\* dunford\***

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.	Glossary
Na records found for current search.	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.32.20150626-1050	

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



Commission Order # 402-2014

### AGREEMENT FOR RADIO CONSULTING SERVICES FOR BOONE COUNTY JOINT COMMUNICATIONS

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **Radio Consulting Services for Boone County Joint Communications** in compliance with all proposal specifications and any addendum issued for the City of Columbia, Request for Proposal number **66/2010** as well as Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Proposal number **66/2010** shall prevail and control over the contractor's proposal response.

2. Contract Duration - This agreement shall commence on August 1, 2014 and extend through July 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 two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Consultant and the Consultant agrees to supply the County with Radio Consulting Service. The Consultant represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent and workmanlike manner. Radio Consulting Services shall be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by County. Contractor agrees to provide radio consulting services in accordance with its proposal response at the charges specified below during the contract period.

Services to be provided under this agreement shall not exceed \$75,000 per contract year.

<u>Professional Fee:</u> \$60.00 per hour – includes on-site and off-site work to be billed at 100% of the documented hours.

Reimbursable Expenses include:

- Travel to/from Columbia/Kansas City Billed at 50% of professional fee rate for actual elapsed time
- o Lodging Billed at daily rate approved by County
- County approved tools, equipment, supplies, and any necessary specialized computer software. Non-consumable items to become property of the County following installation or completion of the project.

• County approved travel and/or fees associated with attendance at any specialized training, meeting or advisory function.

Non-Reimbursable Expenses include:

- o Mileage and auto expenses including on-site and in-area travel
- o Insurance
- All direct expenses related to self employment and general administration of the sole proprietorship business.

4. Scope of Services – The Contractor shall provide radio communications consulting services to the County as set forth herein in a satisfactory and efficient manner. The Contractor shall:

- a. Furnish oversight, coordination, and guidance of contracted elements of the project.
- b. Attend administrative and on-site meetings to work with system stakeholders and technical contractors in preparation of sites and system components.
- c. Provide technical guidance and advice to PSJC staff to assist in system operation, management, maintenance and troubleshooting.
- d. Provide technical services to complete project elements including installation and optimization of radio equipment and site preparation.
- e. Work with regulators, County and PSJC staff to identify and coordinate development of remaining tower sites.
- f. Work with County and PSJC staff and local telco representatives on continuing project of phone bill reconciliation and auditing for dedicated/private line circuits serving PSJC.
- g. Work with County and PSJC staff on radio communication systems and issues for other, related agency stakeholders.
- h. Coordinate work to complete FCC licensing to conform to new system requirements.
- i. Be available for periodic after-hours telephone consult, conference calls, and response as time and circumstances may dictate.
- j. Perform additional duties assigned by the Director of Joint Communications that do not represent substantial modification of the scope of Services covered by this contract.

5. *Invoices* – The Contractor shall request payment for services by invoice to the County. The County agrees to pay all uncontested invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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. Invoices should be submitted to: Boone County Joint Communications, Attn: Joe Piper, 17 N. 7<sup>th</sup> Street, Suite A, Columbia, MO 65201.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if 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 RFP specifications/scope of work, or if services are deficient in quality in the sole judgment of County, or
- c. County or Contractor may terminate this agreement for convenience by providing the Contractor with 60 days written notice.
- d. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

DAVID O. DUNFORD

APPROVED AS TO FORM: County Counsel

**BOONE COUNTY, MISSOURI** Boone Cou aniel K. Atwill, Presiding Commissioner

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 the contract do not create a measurable county obligation at this time.)

une Petchford by jg 08/18/14 Appropriation Account Signature Date

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

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

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

**Insurance Requirements:** 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.

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

**Commercial General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, 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.

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



FINANCE DEPARTMENT PURCHASING DIVISION

### July 29, 2010

### NOTIFICATION OF AWARD - CITY OF COLUMBIA

### CONTRACT FOR: RADIO CONSULTING SERVICES

Your firm has been awarded the contract herein in response to our recent Request for Proposal. Contract Period is August 1, 2010 through July 31, 2010. Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NUMBER	VENDOR NAME
	Professional Fee: \$60.00 per hour		David Dunford 8895 Cedar Creek Road De Soto, KS 66018 Phone: 913-208- <b>9</b> 561 E-mail: ddunford@kc.rr.com
	Travel Billed at 50%		
66/2010	Reimbursed Lodging	14034	
	Reimbursement for City Approved tools, equipment, supplies, software, or training.		

C+++++++

Connie Hoffmeyer Buyer/Purchasing

cc: Zim Schwartz

### AGREEMENT For CONSULTING SERVICES 66/2010

THIS AGREMENT, is entered into this <u>9<sup>TH</sup> day of July, 2010</u>, by and between **David O. Dunford** ("the Contractor") and the **CITY OF COLUMBIA**, **MISSOURI** ("the City") for the purpose of providing consulting services for the Public Safety Joint Communication radio system as further described in the Scope of Services section below.

WHEREAS, the CITY has advertised for proposals for these services, and has received and analyzed such proposals.

Now THEREFORE, the parties agree as follows:

### **SERVICES**

The Consultant represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Consultant will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 66/2010 and the Consultant's Response to the RFP, attached hereto as Exhibit A. Where the terms of the Consultant's Proposal conflict with anything herein, the terms of City's RFP shall control.

### PAYMENT OF FEES

The City agrees to pay the fees for communications consulting services rendered as outlined in the Scope of Services section below. The Contractor shall request payment for services by invoice to the City. Payment for all uncontested amounts will be paid Net 20 days from receipt of each invoice/statement. All invoices shall indicate the appropriate City purchase order number and be submitted to the Accounts Payable Division, PO Box 7236, Columbia, MO 65205.

Services to be provided under this agreement shall not exceed \$75,000 per contract year.

Professional Fee:

• \$60.00 per hour - includes on-site and off-site work to be billed at 100% of the documented hours.

Reimbursable Expenses include:

- Travel time to/from Boone County from Kansas City billed at 50% of the professional fee for actual elapsed time.
- Lodging billed at a daily rate approved by the City.
- City approved tools, equipment, supplies and (any) necessary specialized computer software. Nonconsumable items to become property of the City following installation or completion of the project.
- City approved travel and/or fees associated with attendance to any specialized training, meeting or advisory function.

Non-reimbursable Expenses include:

- Mileage and auto expenses including on-site and in-area travel
- Insurance
- All direct expenses related to self employment and general administration of the sole proprietorship business.

### SCOPE OF SERVICES

The Contractor will provide radio communications consulting services to the City as set forth herein in a satisfactory and efficient manner. The Contractor will:

- a. Furnish oversight, coordination, and guidance of contracted elements of the project.
- b. Attend administrative and on-site meetings to work with system stakeholders and technical contractors in preparation of sites and system components.
- c. Provide technical guidance and advice to PSJC staff to assist in system operation, management, maintenance and troubleshooting.
- d. Provide technical services to complete project elements including installation and optimization of radio equipment and site preparation.
- e. Work with regulators, City and PSJC staff to identify and coordinate development of remaining tower sites.
- f. Work with City and PSJC staff and local telco representatives on continuing project of phone bill reconciliation and auditing for dedicated/private line circuits serving PSJC.
- g. Work with City and PSJC staff on radio communication systems and issues for other, related agency stakeholders.
- h. Coordinate work to complete FCC licensing to conform to new system requirements.
- i. Be available for periodic after-hours telephone consult, conference calls, and response as time and circumstances may dictate.
- j. Perform and additional duties assigned by the Director of Joint communications that do not represent a substantial modification of the Scope of Services covered by this contract.

### PERIOD OF SERVICE

This Agreement will become effective upon the first written notice by CITY authorizing services hereunder and will be valid through July 31, 2011.

This Agreement may be renewed for four additional one year periods upon agreement by both parties.

### **DISPUTES:**

Should disputes, alternatives or other disagreements related to the performance of the work herein described arise between the City and the contractor, the parties hereto shall negotiate in good faith in an attempt to resolve same; such negotiations shall be a condition precedent to any remedy at law.

### **COMPLIANCE WITH LAWS:**

The Contractor shall at all times observe and comply with all Federal and State of Missouri laws and all City ordinances and regulations which may in any manner affect the performance of this Agreement.

### INSURANCE REQUIREMENTS

A. **CONTRACTORS INSURANCE:** 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 City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be

in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

B. WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverages shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- C. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
  - (1) Premises and Operations
  - (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$1,000,000 Each Occurrence (Comb.Single Limit for Bodily Injury & Prop. Damage)

\$1,000,000 Aggregate for Products/Completed Operations

\$1,000,000 Personal Injury/Advertising Injury

\$1,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available.

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

<u>Primary Coverage</u> The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- D. BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.
- E. WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- G. **SUBCONTRACTORS:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

**HOLD HARMILESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys 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 subcontractor 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 City of Columbia from its own negligence.

### **TERMINATION**

This agreement may be terminated by either party by issuing a written notice to the other party. The Contractor will be compensated only for work performed up to the date of termination.

In WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

DAVID O. DUNFORD Sign: Title: ATTES Sign: Title:

CITY OF CO **AISSOURI** (R) BY: Marilyn Starke, CPPB Purchasing Agent

APPROVED AS TO EQRM:

Fred Boeckmann, City Counselor

I hereby certify that this contract is within the purpose of the appropriation to which it is charged, that is, the <u>440-8800-518-4990</u> C00449 Account, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

Lorí B. Fleming, Finance Director



# **Proposal Submittal**

Written Response to Request For Proposal

Radio Technical Consultant

RFP No. 66/2010

# City of Columbia, Missouri

Prepared April 8, 2010 by David O. Dunford

# **Proposal Submittal**

# City of Columbia, Missouri RFP No. 66/2010

#### Contents:

1

Letter of Transmittal

- 1. General Requirements, Individually Addressed
- 2. Project Information
- 3. Scope of Service/Requested Work
- 4. Qualifications and Experience
- 5. Professional References
- 6. Pricing

l

(

i

#### LETTER OF TRANSMITTAL

8895 Cedar Creek Road DeSoto, KS 66108

April 8, 2010

í

l

City of Columbia, Missouri Finance/Purchasing Division Marilyn Starke, CPPO Purchasing Agent 701 E. Broadway, 5<sup>th</sup> Floor Columbia, MO 65201 PH: 57i3-874-7687

Ms. Starke:

Please consider this letter of transmittal as acknowledgement of receipt of proposal documents and certification of this submittal as my proposal in response to your RFP No. 66/2010. Your RFP documents include the original RFP plus the follow up questions and answers, both sets having been received electronically.

Should there be any items of this proposal requiring clarification or explanation, I would be happy to provide the necessary additional information.

By this letter and the response submittal, please understand that I desire to contract with the City to complete the described work within the stated terms.

Thank you for the opportunity to submit a proposal and participate in this process.

Sincerely,

David O. Dunford Technical Consultant

DD:bh



1

ĺ

David O. Dunford Technical Consultant Response

## 1. General Requirements, Individually Addressed

This section is a direct response to the twenty five individual General Requirements listed in Section 1 of the RFP.

1.1 Respondent understands the purpose of the Request for Proposal.

1.2 Respondent understands and will comply with the description and conditions of the Term of the contract.

1.3 Respondent understands and will comply with the Schedule of Activities of the elements of the process.

1.4 Respondent understands and will comply with the Due Date For Proposals.

1.5 Respondent understands the process for questions and verifies that he has received the electronic copy of questions submitted and response answers as part of this RFP.

1.6 Respondent agrees that proposal and submittals will remain valid for 90 calendar days after the date specified for the return of proposals.

1.7 Respondent understands and will comply with City's right to reject proposals.

1.8 Respondent understands that once submitted and following closing date, the proposal must remain valid and not withdrawn for a period of ninety days after the receipt closing date.

1.9 Respondent understands that the City's proposal wording will not be altered and any exceptions to stated request will be noted in this submittal document.

1.10 Respondent understands that this proposal becomes the property of the City of Columbia.

1.11 Respondent understands and agrees to conditions of Incurring Costs section.

1.12 Respondent understands and certifies non-collusive actions in the preparation and submittal of this proposal



1.13 Respondent understands that, at least, the original specifications and this proposal shall be included by reference in the final contract.

1.14 Respondent understands and accepts section on Fund availability.

1.15 Respondent understands and accepts City's tax exempt status.

1.16 Respondent understands and accepts section on Applicable Law.

1.17 Respondent understands and accepts City's requirement for financial Responsibility by successful contractor.

1.18 Respondent understands and accepts requirements for Assignment.

1.19 Respondent understands and accepts City's rights on Auditing of Invoices.

1.20 Respondent understands and will comply with City's requirement on Nondiscrimination in Employment.

1.21 Respondent understands and will comply with conditions related to Termination for Default.

1.22 Respondent understands and will comply with conditions related to Termination for Convenience.

1.23 Respondent understands and will comply with prohibition of Employment of Unauthorized Aliens.

1.24 Respondent understands and will comply with City's Insurance Requirements. A valid certificate for active Commercial General Liability policy, with the City as an also named insured, is presently on file with Public Safety Joint Communications.

1.25 Respondent understands and will comply with Hold Harmless Agreement.



(

1

David O. Dunford Technical Consultant Response

# 2. Project Information

This section briefly describes the respondent's understanding of the radio project including background, status and remaining work. Respondent has reviewed the system development plans related to proposed tasks and understands that the proposed work includes a variety of tasks associated with implementation of plans for expansion and improved operation of existing VHF land mobile radio system.

By virtue of previous work for Columbia/Boone County Public Safety Joint Communications, respondent has a general knowledge of terrain and geographic features of Boone County and surrounding area as well as a basic working knowledge of the existing two-way radio system. Respondent anticipates that this information and experience will be beneficial to the City since time for introduction, orientation, and familiarization will be minimized.

### 3. Scope of Service/Requested Work

- 3.1 Respondent understands that work is required in a variety of disciplines associated with the radio project as detailed in the nine-part description under this section. Respondent brings considerable experience in these areas as delineated below.
- 3.2 Subcontractor Oversight: Respondent has performed construction management and field coordination for construction of radio towers and site facilities for several clients.
- 3.3 Coordination Meetings: Respondent has experience working with system stakeholders and project participants from concept to construction of tower sites, communication centers, and technology support centers.
- 3.4 Technical Guidance: Respondent will draw on professional experience, industry best practices, and guidance from associates to provide advice, direction and recommendations to the City and stakeholders.
- 3.5 Technical Services: Respondent will provide technical services as required to support and supplant contracted services as part of equipment installation and system optimization.
- 3.6 Site Development: Respondent will work closely with site owners, leasing agents, planning/zoning regulators and utilities in the selection and development of remaining/additional tower sites.
- 3.7 Telco Operations: Respondent brings extensive experience with Telco regulators and Local Exchange Carriers to assist the City with issues associated with telephone services and facilities. Past work has included



private voice system design, telephone cost accounting and negotiation of interconnection agreements.

- 3.8 Other Agency Stakeholders: Respondent understands that there are approximately 2500 user radios in Boone County distributed over a variety of governmental agencies. With modest budgets and as the present system evolves, it will be useful to explore opportunities for co-location of sites and sharing of facilities by all affected radio users. Past experience includes a variety of work on multi-jurisdictional, multi-agency systems.
- 3.9 FCC Licensing: Respondent is aware that work to conform the existing twenty three FCC licenses will be a detailed and time consuming task. Respondent has experience with FCC and regulatory matters having acted as Frequency Coordinator for Fire Radio Service in Kansas and preparing extensive system licensing for similar systems.
- 3.10 Follow Up Consultation: Respondent understands that the City may require timely input, advice and, on occasion, field response regarding any of the issues associated with radio system operation. Respondent will make himself available whenever possible to assist the City with any requested service or communication.

#### 4. Qualifications and Experience

ļ

4.1 The respondent operates a sole proprietorship communications consulting service described as follows:

David O. Dunford, Principal 8895 Cedar Creek Road Desoto, KS 66018 PH: 913-208-9561 Pager: 816-247-3907 Email: <u>ddunford@kc.rr.com</u> FCC #PG-17-12276

4.2 Summary Work Resume and Project Experience for David O. Dunford

A. Employment tenure with Lenexa, KS PD. Retired as Technical Services Manager responsible for various technology components including:

1. Two-way radio systems operating in low band, VHF, UHF and 800 MHz conventional and trunked. Systems served police, fire, public works, and local government entities.



1

David O. Dunford Technical Consultant Response

- Communication center equipment including dispatch console systems, multi-channel voice logging systems, CCTV monitoring and surveillance systems.
- 3. Access control systems including prox card, keypad and swipe card technologies.
- 4. Prime and standby electrical power systems including UPS/direct battery/engine-generator products.
- 5. Telecom system equipment including telephone PBX systems and fiber, copper and microwave transmission digital linking facilities.
- 6. Remote monitoring and sensing systems related to public safety and communication facilities and services.
- 7. Management of city-owned radio shop and technical staff.
- 8. Administration of city's public-private radio tower revenue program.

B. Provided consulting services to other public safety agencies for communication system planning, design, and installation. Client sample includes:

- Johnson County, KS Sheriff's Department: Work included design and specifications for 5-channel 800 MHz trunking system, 11-channel VHF repeater system with 7 sites of voting, two complete dispatch centers and all related equipment including shelters, towers, T-carrier transmission facilities and propagation analysis.
- 2. Leawood, KS Police and Public Works Departments: Design UHF radio system and prepare of specs for new Comm Center.
- Mid-America Regional Council: Work originally included design and construction of the metro KC UHF EMS radio system comprised of 10 sites in 7-county area. Operations served 25 participating hospitals and all regional ambulance personnel for EMS communications. The system handled about 25,000 paramedic-to-hospital patches per year.
- 4. Cloud County/Concordia, KS: Small system where work included design of VHF repeater system, layout of one-person Comm Center and oversight of procurement process.
- 5. Hutchinson, KS Community College: Designed and built a working sixposition Comm Center with operating phone system and six-channel VHF radio system. The center serves as the lab portion of HCC's Emergency Communications Dispatcher curriculum.
- 6. Kearney, MO Fire Department: Work for this progressive small department included layout and design of VHF repeater system.
- 7. Shawnee, KS. Extensive project work included assistance with development, layout, and specs for new fire station and police facility, including dispatch center and radio system.



8. Federal Signal Corporation. Provided expert witness testimony related to commercial liability claims and legal action regarding emergency vehicle warning systems.

C. Participated in various technical and professional forums related to public safety communications:

- 1. Served as Public Safety Consultant to MRT magazine <u>www.mrtmag.com</u> authoring articles for monthly column on technology and industry trends related to public safety communications and Comm Center operations.
- 2. Participant and presenter at various trade shows, technical meetings and technology symposiums.
- 3. Served in several capacities as chapter officer in Kansas A.P.C.O. trade group.

## 5. Professional References

The following references represent work similar to that presently underway in Columbia/Boone County and as described in the RFP documents.

5.1 Public Safety Radio System and Municipal Facility

Customer: City of Shawnee, KS

Project Description: Work spanned thirty month period and included needs assessment, technical planning, design review and subcontractor oversight of two building \$18M Shawnee, KS Justice Center and Fire Station project. Worked closely with City and Professional staff from RFP and selection of Design-Build team to final acceptance of project. Special emphasis on present and future needs for police 9-1-1 dispatch center and technology support areas.

Contacts: Police Chief Mr. Jim Morgan 5850 Renner Road Shawnee, KS 66217 PH: 913-631-2155



> Project Engineer Bert Schnettgoecke, PE Shawnee City Hall 11110 Johnson Drive Shawnee, KS 66203 PH: 913-631-2500

City Manager Carol Gonzales Shawnee City Hall 11110 Johnson Drive Shawnee, KS 66203 PH: 913-631-2500

5.2 County Wide Radio System

Customer: Reno County, KS

Project Description: This was an evaluation and draft proposal with pricing estimate to expand existing single site VHF radio system to countywide operation for Hutchinson/Reno County combined communications center. Object was to compare costs and features of agency-owned VHF system to participating in State of Kansas 800 MHz backbone system.

Contacts: Police Chief Dick Heitschmidt 210 W. 1<sup>st</sup> Avenue Hutchinson, KS 67501 PH: 620-694-2820

> 9-1-1 Operations Manager Mary Messamore 210 W. 1<sup>st</sup> Avenue Hutchinson, KS 67501 PH: 620-694-2806

5.3 County Wide Radio System

Customer: Johnson County, KS



Project Description: This project studied and cataloged the countywide radio needs for public safety and county services users. The result was a consolidated and expanded countywide VHF radio system serving municipal and county law enforcement, fire, and EMS agencies. Additionally, a two-site, five-channel 800 MHz trunking system was specified and procured to support county service agencies. Both these systems remain in service, but are being replaced with a new, nine-site, seventeen-channel 700/800 MHz P-25 trunking system recently installed.

Contacts: Director of Emergency Communications Mr. Walter Way 11880 Sunset Drive Olathe, KS 66061 PH: 913-826-1000

# 6. Pricing

1

6.1 Proposed pricing includes professional fees, reimbursable expenses and non-reimbursable expenses.

6.2 Proposed professional fees include on-site and off-site work and will be billed at 100% of documented, per-hour rate. Professional fees cover performance within all nine elements of Section 3.1 Scope of Service/Requested Work. Proposed fee rate is \$60.00 per hour.

6.3 Proposed reimbursable expenses to include:

6.3.1 Travel Time to/from Boone County from Kansas City billed at 50% of professional fee rate for actual elapsed time.

6.3.2 Lodging billed at daily rate approved by City.

6.3.3 City approved tools, equipment, supplies, and (any) necessary specialized computer software. Non-consumable items to become property of the City following installation or completion of the project.

6.3.4 City approved travel and/or fees associated with attendance at any specialized training, meeting or advisory function.

6.4 Proposed non-reimbursable expenses to be borne by respondent include:

6.4.1 Mileage and auto expenses including on-site and in-area travel

6.4.2 Insurance required under Section 1.24.

6.4.3 All direct expenses related to self employment and general administration of sole proprietorship business.



# Interview Presentation & Discussion Topics

David O. Dunford

Radio Technical Consultant Response

RFP No. 66/2010

# City of Columbia, Missouri

Prepared for June 28, 2010 Interview

## **Interview Presentation**



David O. Dunford Technical Consultant Response

# 1. Project Information, Background

Work originally began informally in 2002 with basic reimbursed services starting in 2005.

Following a series of interviews and meetings, a basic plan and guidelines were established that provided the essential framework for current system implementation. The plan has been refined and detailed as follows:

- Operations remain in VHF high band (150-160 MHz) in analog mode
- New equipment will include provision for narrowbanded operation
- The system will operate on eight active channels with equal service area coverage
- All eight channels will be mobile relay/repeater operation
- Backup operation will be incorporated into the system
- RF plan includes 12 receive sites to permit reliable talk-in coverage using portable radios.
- RF plan includes 5 simulcast sites to permit reliable talk-out coverage
- RF plan includes 4 miscellaneous sites for individual city and county channels and selected backup equipment.

No direct project budget or funding was provided until FY 2010. Individual participating departments and agencies contributed funding for various elements of the system including:

- EMS: Two transmitter combiners (5 total needed) plus simulcast transmitters and link transmitter for EMS channel
- BCSD: Antennas, feedline, all the simulcast timing equipment and simulcast transmitters and link transmitter for BCSD-2 channel.
- PSJC: Technical work, selected site construction and simulcast transmitters and link transmitter for JCIC channel.
- BCFPD: Generators for WAL and RNN sites and site work at RNN

City budget for project completion is approximately \$1.3M with equal halves allocated for FY 2010 and FY 2011. To date, about \$300k of the budgeted \$650k for FY 2010 has been spent. The project timeline goal is to begin construction on all but three sites in FY 2010. The remaining three sites are scheduled for FY 2011 start/completion.

# 2. Project Information, Status

20 total tower sites have been identified for system operation:

- 9 are owned by local government entities
- 11 are leased sites
- For the 9 **owned** sites, some equipment is installed and work is underway at all sites. Extensive shelter work and/or shelter replacement was required at 8 of the 9 sites.
- For the 11 leased sites, equipment is installed at 3 sites
- Leases are in process for 6 more sites. Landlords include one wireless firm, one tower company, one cable company and one private individual.
- Negotiations are underway for the remaining 2 sites with two different wireless firms.
- Generally the plan is to complete enhancement of the talk-in portion of system operation and then move to simulcast talk-out installation/optimization.
- · New voting receivers have been received for four sites.
- New voting receivers have been ordered for the eight remaining sites.

## 3. Consultant Experience and Project Work

- A pool of Subcontractors for the PSJC system has been prequalified to provide civil, electrical, structure fabrication and antenna/feedline construction services. Respondent has experience working with City purchasing, service subcontractors and technical crews on system installation and optimization.
- Benefits: This established working relationship and understanding of services provided by existing contracting staff will expedite project work.
- Respondent has demonstrated history of working closely with planning/zoning regulators, code officers, site owners, leasing agents, utility reps and contractors in the development of remaining/additional tower sites.
- Benefits: These in-place relationships with site owners, planning staffs, and other key players help facilitate more rapid, efficient development.

- Respondent will draw on professional experience, industry best practices, and guidance from associates to provide advice, direction and recommendations to the City and stakeholders.
- Benefits: Historical experience and contemporary knowledge bring depth of resources to resolving individual agency and PSJC Joint System issues.
- Respondent has extensive technical experience in planning, design and field work. The result of that experience has been the recommendation and adoption of standardization within the PSJC Joint System.
- Benefit: A uniform complement of system equipment and configuration plan (under the name of "sameness") has been implemented. Consistency and standardization will serve system users, maintenance personnel and PSJC staff with more reliable operation, easier troubleshooting, and simplified maintenance.
- Respondent brings extensive experience with Telco regulators and Local Exchange Carriers to assist the City with issues associated with telephone services and facilities. Past work has included private voice system design, telephone cost accounting and negotiation of interconnection agreements, most recently for a large paging carrier of \$1.3M.
- Benefit: This experience can be leveraged to complete the in-process project to reconcile PSJC telco billing, improve system reliability and operation, streamline interactions with CenturyLink as a service provider and save money.
- Respondent has experience working with system stakeholders and project participants from concept to construction of tower sites, communication centers, and technology support centers.
- Benefit: A large part of the PSJC system has been the constant flow of information between consultant, PSJC staff and individual system stakeholders. Going forward, the familiarization and training of PSJC staff regarding system performance and troubleshooting is essential to system success. Staff of PSJC, not expensive central monitoring entity – or even contracted maintenance provider – will be first line troubleshooters.
- As the present system has evolved, cooperative relationships with other stakeholders regarding co-location of sites and sharing of facilities have grown and developed.
- Benefit examples include SBCFPD development of RED (Ashland transmit) site, expanding system coverage for BCPW and the cooperative use of City fiber network for both individual entity and PSJC Joint System operations. Additionally, working closely with City staffs has yielded

specific plans, one with a unique approach, for meeting specialized communication needs. Respondent has demonstrated ability to translate "needs and wants" into practical, affordable technical solutions.

- Respondent has experience with FCC and regulatory matters having acted as Frequency Coordinator for Fire Radio Service in Kansas and preparing extensive system licensing for similar systems
- Benefit: There are 28 separate FCC licenses that regulate operations by PSJC system users and individual government entities. 13 of those licenses cover users of the Joint System and the remaining 15 are for single department/entity systems. Respondent has considerable knowledge of the intricacies of each license and the required changes/modifications. Prepared an RFI in January 2010 detailing the required work for each license.
- Respondent understands that the City may require timely input, advice and, on occasion, field response regarding any of the issues associated with radio system operation. Respondent will make himself available whenever possible to assist the City with any requested service or communication.
- Benefit: Timely answers to technical questions and collaboration with service providers can be of great benefit to PSJC staff and Joint System users. At present, respondent is available to devote undivided attention to needs of PSJC Joint System and Columbia/Boone County radio users.
- Respondent has extensive experience in the field of wired and wireless communications.
- Benefit: In addition to the present needs associated with existing system, respondent's expertise and direct public safety experience can be of benefit to the City of Columbia and the PSJC Joint System. Specifically, as the State systems evolve and a next generation of joint user radio system is considered, ready access to ongoing technical guidance could be beneficial.

# City of Columbia Purchasing

Bid Information		Contact Inform	nation	Ship to Information	
Bid Owner Email Phone	Melinda Pope Buyer mcp@gocolumblemo.com +1 (573) 874-7375	Address		Address	
Fax	+1 (573) 874-7762	Contact Department		Contact Department	
Bid Number	66/2010	Building		Building	
Title	Radio Technical Consultant	Floor/Room		Floor/Room	
Bid Type	RFP	Telephone		Telephone	
Issue Date Close Date	03/09/2010	Fax		Fax Email	
Close Date	4/16/2010 5:00:00 PM	Email		Eman	
Supplier Info	ormation		Supplier Notes		
Company Na	ame				
Contact Nan	ne				
Address					No Charles and Charles and Second
Address					
Tolonhono					
Telephone					AND 11 11 11 11 11 11
Fax					
Email					
			1. A. C		
Signature			Date /	1	

#### **Bid Notes**

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Electronic Proposals are limited to 5 response documents attached (no size limit). Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Delivery of the proposals is the sole responsibility of the bidder. Any proposal received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in a sealed envelope and marked in bold letters "RFP 66/2010".

Bid Act	lvities		
Bid Me	ssages		
Bid Atta	achments		
The follow	wing attachments are associa	ed with this opportunity and will need to be retrieved separately	
Line	Filename	Description	
Header	66-2010 RFP.pdf	RFP 66/2010 Radio Technical Consultant	

#### **Bid Attributes**

Please review the following and respond where necessary

REQUEST FOR PROPOSAL

Radio Technical Consultant

#### FOR THE

CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION MARILYN STARKE, CPPO PURCHASING AGENT 701 E. BROADWAY, 5<sup>TH</sup> FLOOR COLUMBIA, MO 65201 (573) 874-7687

ZIM SCHWARTZE DIRECTOR OF EMERGENCY MANAGEMENT LORI B. FLEMING DIRECTOR OF FINANCE

MELINDA POPE PROCUREMENT OFFICER

Request For Proposal No. 66/2010 Closing Date: 5:00 p.m., CST, Friday, April 16, 2010

TABLE OF CONTENTS TITLE			PAGE
1		GENERAL REQUIREMENTS	1
1	I.1	PURPOSE:	1
	1.2	TERM:	1
	1.3	SCHEDULE OF ACTIVITIES:	I
	1.4	DUE DATE FOR PROPOSALS:	1
	1.5	QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:	- 1
	I.6	VALIDITY OF PROPOSALS	2
	1.7	REJECTION OF PROPOSALS:	2
	1.8	WITHDRAWAL OF PROPOSALS:	2
	1.9	ALTERATION OF SOLICITATION:	2
	I.10		2
	1.11	INCURRING COSTS:	2
	1.12		2
	1.13	CONTRACT DOCUMENTS:	2
	1.14	FUNDS:	2
	1.15	TAX EXEMPTION:	3
	1.16	APPLICABLE LAW:	3
	1.17	RESPONSIBILITY:	3
	1.18	ASSIGNMENT:	3
	1.19	AUDITING OF INVOICES:	3
	1.20	NONDISCRIMINATION IN EMPLOYMENT	3
	1.21	TERMINATION FOR DEFAULT	3
	1.22		4
	1.23		4
	1.24		4
	1.25	HOLD HARMLESS AGREEMENT:	6
2		PROJECT INFORMATION:	б
	2.1	BACKGROUND:	6
	2.2	PROJECT STATUS:	7
	2.3	REMAINING PROJECT WORK:	7
3		CONTRACT REQUIREMENTS	7
	3.1	SCOPE OF SERVICE/REQUESTED WORK:	7
	3.2	QUALIFICATIONS:	8
4		SUBMISSION OF PROPOSAL	8
	4.1	TRANSMITTAL LETTER:	8
	4.2	VENDOR INFORMATION:	8
	4.3	EXPERIENCE:	8
	4.4	FORMAT OF PROPOSAL:	8
	4.5	PRICING TO BE QUOTED	8
5		EVALUATION AND AWARD	8
5	5.1	EVALUATION CRITERIA:	8
	5.2	SELECTION AND AWARD:	9

5.2 SELECTION AND AWARD:

#### **1** GENERAL REQUIREMENTS

#### 1.1 PURPOSE:

The City of Columbia is seeking the services of qualified consultant to provide technical services as part of the Columbia/Boone County radio system improvement project presently underway.

#### 1.2 TERM:

The initial term of this contract will be for 1 year. Contract perioed will be from the date of award through March 31, 2011. This contract is subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements or other just cause so deemed by the City.

DATE	ACTIVITY			
March 30, 2010	Close of written Requests for Additional Information			
April 5, 2010	Written responses to Requests for Additional Information sent to all			
April 16, 2010 Request for Proposal is due by 5:00 p.m. CST				
May 1, 2010 Contract Start Date				
The above dates are target dates and may change.				

#### **1.3 SCHEDULE OF ACTIVITIES:**

#### 1.4 DUE DATE FOR PROPOSALS:

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 66/2010".

#### 1.5 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

 Melinda Pope, Buyer

 Phone:
 (573) 874-7375

 Fax:
 (573) 874-7762

 E-mail:
 mcp@GoColumbiaMO.com

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. on March 30, 2010.

This written Request for Additional Information will take place of the normal Pre-Proposal Conference.

#### 1.6 VALIDITY OF PROPOSALS

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

#### **1.7 REJECTION OF PROPOSALS:**

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

#### 1.8 WITHDRAWAL OF PROPOSALS:

Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

#### 1.9 ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

#### 1.10 RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

#### 1.11 INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.

#### 1.12 COLLUSION CLAUSE:

Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.

#### **1.13 CONTRACT DOCUMENTS:**

The final Contract between the City of Columbia and the Respondent will include by reference:

- Respondent's Proposal
- The Specifications contained in this RFP

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.

#### 1.14 FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

#### **1.15 TAX EXEMPTION:**

The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful Respondent.

#### **1.16 APPLICABLE LAW:**

The proposal and Contract shall be governed in all respects by the ordinances of The City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

#### 1.17 RESPONSIBILITY:

The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.

#### 1.18 ASSIGNMENT:

Firm shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the City of Columbia. Assignment, subcontracting, or subletting without such consent will in no way relieve the Firm of any of its obligations under this Contract unless specifically stated by the City of Columbia in its consent.

#### 1.19 AUDITING OF INVOICES:

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Respondent charged the City of Columbia a price higher than the proposed price, the Respondent will reimburse the City of Columbia the amount of the overcharge.

#### **1.20 NONDISCRIMINATION IN EMPLOYMENT**

In connection with the furnishing of supplies or performance of work under this Contract, the Firm agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

#### **1.21 TERMINATION FOR DEFAULT**

If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this contract, the City of Columbia shall thereupon have the right to terminate this contract for cause by giving written notice to the firm of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the firm under this contract shall, at the option of the City of Columbia, become its property, and the firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The firm shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the firm shall not be relieved of liability to the City of Columbia for any damages sustained by the City of Columbia by virtue of any breach of the contract by the firm, and the City of

Columbia may withhold any payment to the firm for the purpose of mitigating its damages until such time as the exact amount of damages due the City of Columbia from the firm is determined.

If after such termination it is determined, for any reason the firm was not in default, or that the firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

#### **1.22 TERMINATION FOR CONVENIENCE:**

The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Manager will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to the Respondent of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Respondent will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

#### **1.23 EMPLOYEMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

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

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

#### **1.24 INUSRANCE REQUIREMENTS:**

- A. **CONTRACTORS INSURANCE:** 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 City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- B. WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverages shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- C. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
  - (1) Premises and Operations
  - (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than: \$1,000,000 Each Occurrence (Comb.Single Limit for Bodily Injury & Prop. Damage) \$1,000,000 Aggregate for Products/Completed Operations \$1,000,000 Personal Injury/Advertising Injury \$1,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available.

<u>Additional Insured</u> The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

<u>Primary Coverage</u> The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- D. BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.
- E. WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

- F. CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- G. SUBCONTRACTORS: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

#### 1.25 HOLD HARMLESS AGREEMENT:

To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys 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 subcontractor 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 City of Columbia from its own negligence.

#### **2 PROJECT INFORMATION:**

#### 2.1 BACKGROUND:

This request is being issued to secure ongoing technical services as part of the Columbia/Boone County radio system improvement project presently underway. The project is being administered by Columbia/Boone County Public Safety Joint Communications, the 9-1-1 answer point and dispatch center for emergency services. The project was undertaken to improve coverage and system reliability for two-way radio users throughout the county. The overall plan consists of establishing an improved fixed network comprised of five simulcast transmit sites and twelve voting receive sites, all operating in the VHF 150MHz-160MHz range. A total of eight channels will be built with this complement of equipment at the specified sites. Part of the plan involves migrating the system to narrowband operation as required by FCC R&R.

#### 2.2 PROJECT STATUS:

Work on the project is underway with all of the transmit sites and most of the receive sites identified. Concurrent development is underway at several sites. RF frequencies have been identified and licensed to complete the addition of one channel and the expansion of two others to full mobile relay (repeater) operation. Development is somewhat complicated since all seven of the incumbent channels are in active, daily usage.

Generally, work is proceeding to improve the talk-in coverage for field users and then to enhance talk-out coverage by implementing the five-site simulcast system.

#### 2.3 REMAINING PROJECT WORK:

Remaining work involves completing the talk-in, receive-only sites, each of which will receive a complement of shelter, electrical and telco utility services, raceway and racks, new voting receivers, receiver pre-selector and multicoupler, and appropriate linking equipment to relay signals back to PSJC. Five sites have been identified, but not built. Work is substantially complete at five others. Work to expand the voting comparator system for three channels remains.

Work will also involve completing the development and outfitting of the five transmit sites. Antennas and lines are installed at three sites, only a shelter at the fourth. The fifth site has had no work begun yet.

#### **3 CONTRACT REQUIREMENTS**

#### 3.1 SCOPE OF SERVICE/REQUESTED WORK:

The vendor is requested to furnish an hourly quotation to provide the following work and services:

- Furnish oversight, coordination, and guidance of contracted elements of the project.
- Attend administrative and on-site meetings to work with system stakeholders and technical contractors in preparation of sites and system components.
- Provide technical guidance and advice to PSJC staff to assist in system operation, management, maintenance and troubleshooting.
- Provide technical services to complete project elements including installation and optimization of radio equipment and site preparation.
- Work with regulators, City and PSJC staff to identify and coordinate development of remaining tower sites.
- Work with City and PSJC staff and local telco representatives on continuing project of phone bill reconciliation and auditing for dedicated/private line circuits serving PSJC.
- Work with City and PSJC staff on radio communication systems and issues for other, related agency stakeholders.
- Coordinate work to complete FCC licensing to conform to new system requirements.
- Be available for periodic after-hours telephone consult, conference calls, and response as time and circumstances may dictate.

#### **3.2 QUALIFICATIONS:**

In addition to all other requirements, Vendor must have demonstrated history of experience and successful work projects of similar nature involving radio system operation, maintenance and technical expertise. It is preferred the Vendor is familiar with the Boone County area due to the scope of service requested.

#### 4 SUBMISSION OF PROPOSAL

#### 4.1 TRANSMITTAL LETTER:

All Respondents must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

#### 4.2 VENDOR INFORMATION:

Provide information about your firm to include:

Name, address, phone and fax number(s) and email address of firm

Name and title of primary contact person

Date firm established

Proposed service team including titles and responsibilities

Resume on each team member

#### 4.3 EXPERIENCE:

Provide a current list of three client references.

#### 4.4 FORMAT OF PROPOSAL:

Proposals are to be kept within 30 pages with a minimum font size of 11.

#### 4.5 PRICING TO BE QUOTED

All proposers should include a firm, fixed hourly fee and details regarding all additional related expenses, if applicable, to provide the specified services.

#### 5 EVALUATION AND AWARD

#### 5.1 EVALUATION CRITERIA:

Evaluation will be based on all elements of response to proposal criteria.

#### Proposal Evaluation

It is the purpose of this request for proposal to obtain data as complete as possible from each respondent that will enable the City of Columbia to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria:

40 points Experience/References
30 points Financial – Competitive pricing, both initial and renewal
20 points Ability to provide the services outlined in the Scope of Work
10 points Quality of the proposal

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Respondents whose proposal is most responsive to the City of Columbia's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

#### 5.2 SELECTION AND AWARD:

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

#### Search Results

#### Current Search Terms: dunford\*

	rinted document represents only the first page plete search results, you can download the PDI		may be available. To	Search		
Entity	DUNFORD ROOFING COMPANY		Status: Active	Results		
DUNS: 6096	538879	CAGE Code: 6W4S9	View Details	Entity		
Has Active Exclusion?: No		DoDAAC:		Exclusion		
Expiration D	Date: 04/02/2015 Delinquent Federal Debt? No		0	Search		
Exclusion	RITA DUNFORD		Status: Active	Filters		
DUNS:		CAGE Code:	View Details	By Record Status		
Classification	n: Individual			Ву		
Activation Da	ate: 08/20/2007	Termination Date: -		Functional Area - Entity Management		
				By Functional Area - Performance		

Performance Information

L S L.gov

SAM | System for Award Management 1.0

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



טעז גע געז ידעט בפידיילט דועא דרי דוע דעט דע געאנאט אין איילא אין איילא געא געאנאיילא איילא איילא איילא געאנאיילא איילא איילא

MSG# 17030972-006-1

PAGE 004 OF 004

DATE (MM/DD/YYYY
7/31/2014

Ą	ORD	(	CERTIF	IC,	AT	E OF LIAB	ILI	TY INSU	JRANCE	SBB R054	DATE (MM/DDAYYYY) 7/31/2014
C B	ERTIFICATE DOES	NO' FIC	T AFFIRMATIN ATE OF INSU	/ELY RANC	or n E do	EGATIVELY AMEND	, EXT	END OR ALTER	R THE COVERAG	THE CERTIFICATE HO IE AFFORDED BY THE UING INSURER(S), AU	POLICIES
te	PORTANT: If the ce rms and conditions artificate holder in li	of	the policy, ce	rtain p	olici	ies may require an er	e polic idorse	cy(les) must be ement. A state	endorsed. If SU ment on this cert	BROGATIONIS WAIVE	D, subject to the rights to the
	N/C&R							TAGT			
HA	AS & WILKER:	sol	N INC/PH	S			AHO AHO	No. Ext: (866)	467-8730	(AVC. NO). (87	7) 538-8526
33	0012 P:(866	)	467-8730	F:	(8	77) 538-852	6 400	NI. RE&S:			
PO	BOX 29611							INGU	RER(S) AFFORDING COVI	IRAGE	NAICE
CH	ARLOTTE NC 3	283	229				INSC	RERA Dercior	d Casualty In	a Co	29424
INSU	7ED						INSU	IRERB		***************************************	
							INSU	纳兰序 亡:			
DA	VID DUNFORD						INSU	RER D :			
88	95 CEDAR CRI	EEI	K RD.				INSU	RERE			
DE	SOTO KS 660	01	8				₹NZjL	REAF :	7)/47.1		
CO	VERAGES		CE	RTIF	CAT	E NUMBER:			REVIS	ION NUMBER:	
IN CI TI	DICATED. NOTWITH ERTIFICATE MAY BE ERMS, EXCLUSIONS AN	STA	NDING ANY R	EQUIR Y PE SUCH	EMEN RTAIN	NT. TERM OR CONDIT N, THE INSURANCE ICIES. LIMITS SHOWN N	ION O	F ANY CONTRA RDED BY THE AVE BEEN REDUK	CT OR OTHER D POLICIES DESC CED BY PAID CLAIF	D NAMED ABOVE FOR T OCUMENT WITH RESPE RIBED HEREIN IS SUB	OT TO WHICH THIS
INSH LTR	TYPE OF IN	SUR.	4.NCK	.4.D.(). 10558	SUBA NTO	MOLICY NUMBER		POLICY EPF (MM/DD/YTY1)	POLICY EXP (MM/DD/YYY)	LAM	
	COMMERCIAL GEN	ERA	LIABILITY							EACH OCCURRENCE	p1,000,000
	CLAIMS-MAD	EL	K OCOUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	▶300,000
A.	X General L	191	2	X		37 SBA AM538	\$5	04/01/2014	04/01/2015	MED EXP (Any and person)	≥10,000
										PERSONAL & ADV INJURY	1,000,000
	GEN'L AGGREGATE LIMI		PLIES PER.							GENERAL AGOREGATE	\$2,000,000
	PRG PRG		K LOC							PRODUCTS - COMP/OP 4/3/3	\$2,000,000
	OTHER:	فجندوه لدوقته									
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Se accord)	\$1,000,000
	ANY AUTO	~								BODILY INJURY (Per person)	5
A	ALLOWNED	AU	HEDULED			37 SHA AME33	- 5	01/01/2011	04/01/2015	SODILY INJURY (Per accident)	¢
	X HIRED AUTOS X		N-OWNED							PROPERTY DAMAGE (Per accident)	
	······	1									r.
	UMBRELLA LIAB	1	OCCUR							EACH OCCURRENCE	þ
	EXCESS LIAB		CLAIMS-MADE		1					AGGREGATE	k
	DED RETENTION S	1		1	1	-					<i>"</i>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			-	-					PER OTH	
	ANY PROPRIETOR/PARTNE		RCUTIVE Y/N							ELL EACH ACCIDENT	P
	OPPICER/MEMBER EXCLUD (Mandetory in NH)	120%		NA	1	~				E.L. DISEASE EA EMPLOY TE	P
	If yes, describe under DESCRIPTION OF OPER/	A 7710-2								B.L. DISBASE - POL CY LIMIT	2
	DESCRIPTION OF OPER	41)(/	NS DBHJW						****		
					1	-	······				
1				,		dditional Rumarks Schedulo, 1					
										an Additional	-
		e	Busines	8 Li	.abi	ility Covera	ge B	form SS00	08 attache	ad to this	
lboi	Licy.										
CER	TIFICATE HOLDER			******	*****		C	ANCELLATION	[		
	· · · · · · · · · · · · · · · · · · ·									CRIBED POLICIES BE C	
							DEL	IVERED IN ACC	CORDANCE WITH	HEREOF, NOTICE WILL H THE POLICY PROVIS	
	unty of Boor			Γl			AUTH		÷		
	3 E ASH ST F							Jaz	Tail	low	
CO:	LUMBIA, MO (	552	201						,		

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD



#### 

DATE (MM/DD/YYYY)

Г

1	CER	[ F]	CATE OF LIA	BILITY IN	ISURA	ANCE	08	/14/2014
CI BI	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.							
IM th	PORTANT: If the certificate holder is e terms and conditions of the policy, rtificate holder in lieu of such endors	s an AD certain	DITIONAL INSURED, the policies may require an er					
-	Aureate Holder in neu of such endors	Sement	.(5).	NAME: Gary Pa	den			
Ins	urance Warehouse KC			PHONE (A/C, No, Ext): 913-2		FAX (A/C, No)	913-5	62-1386
	560 W 77th St				len@gmail.co	The second s		
Ler	exa,KS 66217			INS	URER(S) AFFOR	NDING COVERAGE		NAIC #
				INSURER A: Hartford	d Ins			
INSU	RED			INSURER B :				
	Dave Dunford			INSURER C :				
	8895 Cedar Creek Rd			INSURER D :				
	De Sotto,KS 66018			INSURER E :				
<u> </u>	ERAGES CER	TIFICAT	TE NUMBER:	INSURER F		REVISION NUMBER:		
TH	IS IS TO CERTIFY THAT THE POLICIES O	F INSUR	ANCE LISTED BELOW HAVE BI	EN ISSUED TO THE I	SURED NAME	ED ABOVE FOR THE POLI	CY PERIC	DD
CE	DICATED. NOTWITHSTANDING ANY REQU RTIFICATE MAY BE ISSUED OR MAY PER CLUSIONS AND CONDITIONS OF SUCH P	TAIN, TH	HE INSURANCE AFFORDED BY	THE POLICIES DESCI	RIBED HEREIN	ENT WITH RESPECT TO W I IS SUBJECT TO ALL THE	HICH TH TERMS,	lis
INSR	TYPE OF INSURANCE	INSR W		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
	GENERAL LIABILITY					EACH OCCURRENCE	s	
	COMMERCIAL GENERAL LIABILITY					PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR					MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$	
						GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	
	POLICY JECT LOC					COMBINED SINGLE LIMIT	5	
	ANY AUTO					(Ea accident) BODILY INJURY (Per person)	s	
	ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS HIRED AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	s	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION \$						S	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N					WC STATU- TORY LIMITS ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	37WEC1233AO-001	08/13/2014	08/13/2015	E.L. EACH ACCIDENT	\$ 100	
	(Mandatory In NH)					E.L. DISEASE - EA EMPLOYEE		,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 100	,000
					to construct to			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	(A(1	acti Acono 101, Addidonal Remarki	o vonovula, n more space	is regaried)			
CER	TIFICATE HOLDER			CANCELLATION				
							ANOTH	
	County of Boone, Misssouri			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	613 E Ash St Room 110			AUTHORIZED REPRESE	NTATIVE /	)		
	Columbia,MO 652501			(		2		
	1				Key C	) d		
ACO	RD 25 (2010/05)					CORD CORPORATION	. All rig	hts reserved.

The ACORD name and logo are registered marks of ACORD

#### 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.

7-28-14

Date

514-54-4023

Social Security Number or Other Federal I.D. Number

Signature

HUN O. DUNFOLD

Printed Name

On the date above written  $\underline{Control}$  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: May 16,2017

ALAYNA CHIPMAN Notary Public-State of Kansas My Appt. Expires Mar. 14 2017

12 -2019

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	Ca.	January Session of the January Adjourned					19
County of Boone	<b>f</b> <sup>ea.</sup>						
In the County Commissio	on of said county, or	the 1	0th	day of	January	20	19

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 33-19JUL18 – Solid Block Asphalt Sealant – Term & Supply.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 10th day of January, 2019.

ATTEST:

Branna Lennon ng

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Fred J. Parry District I Commissioner

Janet M. Thompson District II Commissioner

# **Boone County Purchasing**

Robert Wilson Buyer



613 E. Ash St., Room 113 Columbia, MO 65201 Phone: (573) 886-4393 Fax: (573) 886-4390

## **MEMORANDUM**

TO:	Boone County Commission
FROM:	Robert Wilson, Buyer
DATE:	January 3, 2019
RE:	Amendment Number One - 33-19JUL18 - Solid Block Asphalt Sealant -
	Term & Supply

Contract 33-19JUL18 – Solid Block Asphalt Sealant – Term & Supply was approved by commission for award to Paving Maintenance Supply, a Division of Crafco, Inc. on August 9, 2018, commission order 374-2018. This amendment is to change the name of the awarded contractor from Paving Maintenance Supply, a Division of Crafco, Inc. to Crafco Supply Center.

Invoices will continue to be paid from department 2040 - RB – Maintenance Operations, account 26300 – Material and Chemical Supply.

cc: Greg Edington, Road & Bridge Contract File

#### **CONTRACT AMENDMENT NUMBER ONE** PURCHASE AGREEMENT FOR 33-19JUL18 - SOLID BLOCK ASPHALT SEALANT TERM AND SUPPLY

The Purchase Agreement dated August 9, 2018 made by and between Boone County, Missouri and Paving Maintenance Supply, a Division of Crafco, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Contract **33-19JUL18** is hereby assigned to Crafco Supply Center (FEIN 86-0324978) from Paving Maintenance Supply, a Division of Crafco, Inc. (FEIN 86-0324978) per the attached Agreement and Consent to Assignment of Contract document signed by N. Thomas Kelly of Crafco Supply Center.
- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

CRAF SUPPLY CENTER Βv Title

APPROVED AS TO FORM:

#### **BOONE COUNTY, MISSOURI**

By: Boone County Commission

. Atwill, Presiding Commissioner

ATTEST:

manna L'Lennon

#### 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.)

June E	Achter	1/3/19	2040 / 26300
Signature	O by cy	Date '	Appropriation Account

Commission Order:

#### AGREEMENT AND CONSENT TO ASSIGNMENT OF CONTRACT

#### SOLID BLOCK ASPHALT SEALANT TERM & SUPPLY

#### PAVING MAINTENANCE SUPPLY, A DIVISION OF CRAFCO, INC

CRAFCO SUPPLY CENTER

6165 W. Detroit St. Chandler, AZ 85226 Fein#: 86-0324978 (assignor) 6165 W. Detroit St. Chandler, AZ 85226 Fein #: <u>86-0324978</u> (assignee)

RE: Contract: 33-19JUL18 – Solid Block Asphalt Sealant – Term and Supply

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF,** the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

PAVING MAINTENANCE SUPPLY A DIVISION OF CRAFCO, INC.

1\$ By

Printed Name: N. Thomas Kelly Title: <u>Vice President / National Sales Man</u>ager Date: 11/21/2018

CRAFCO SUPPLY CENTER By:

Printed Name: <u>N. Thomas Kelly</u> Title: <u>Vice President / National Sales Manager</u> Date: 11/21/2018

13 -2019

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourned	Term. 20 19	
County of Boone			
In the County Commission of said county, or	the 10th day of	January	<b>20</b> 19

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 30-20JUL17 with MU Center for Evidence-Based Youth Mental Health.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 10th day of January, 2019.

ATTEST:

dennon por

Brianna L. Lennon Clerk of the County Commission

Daniel K. Afwill Presiding Commissioner

Fred J. Parry District I Commissioner

Janet M. Thompson District II Commissioner

# AGREEMENT FOR PURCHASE OF SERVICES Contract Amendment Number One MU Center for Evidence-Based Youth Mental Health

Now on this day, January  $\underline{/\bigcirc}$ , 2019, the Agreement **30-20JUL17** for the Children' Services Fund dated December 28, 2017 made by Boone County, Missouri and The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1) ADD a supplemental funding increase for the following:

# 112 Units of Family Therapy at \$139.00 per hour for a total not to exceed the amount of \$15,568.00

2) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic)

Karen M De

By: Karen M. Ciren, Authorized Signer, Printed Name/Title Grant - Contrad

Mu Project # 00065390

**Boone County, Missouri** By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

fildren's Services Board By: Boone County

Les Wagner, Board Chair

ATTEST:

County Counselor

APPROVED AS TO FORM:

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.)

(2161/71106/\$15,568.00) **Appropriation Account** Signature

An Affirmative Action/Equal Opportunity Employer