



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 17-0048

Request for Proposal: ADA SELF-EVALUATION AND TRANSITION PLAN Date Issued: 6-2-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 11, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

DANIEL NAUNHEIM
 Department of Public Works
 636-797-5569
 dnaunheim@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
 Department of Administrative Services
 636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
<i>SEALED PROPOSAL: (PROPOSAL NAME)</i>	

**Contract Term:
upon approval by
the County Council
and County
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Company Name	Authorized Agent (Print)
Address	Signature
City/State/Zip Code	Title
Telephone #	Date Tax ID #
E-mail	Fax #

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
Or
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

“BIDDER”S INITIALS: _____”

A. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term “RFP” means Request for Proposal.
4. The term “Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

B. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

C. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

D. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

F. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

G. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

H. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

I. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

J. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

K. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves 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.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. **General:** Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [] Corporation.

Incorporated in the State of _____.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

DANIEL NAUNHEIM – PUBLIC WORKS DEPUTY DIRECTOR -
636 797 5569

JASON JONAS – PUBLIC WORKS DIRECTOR –
636 797 5369

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

Request for Proposals

ADA Self-Evaluation and Transition Plan

Jefferson County, Missouri

INTRODUCTION

Jefferson County, Missouri invites qualified firms and individuals experienced in the evaluation and development of program and facility accessibility plans to submit a written proposal to provide consulting services to provide an American with Disabilities Act (ADA) Self-Evaluation and Transition Plan (Transition Plan) for the County. This Request for Proposals (RFP) seeks to secure the most qualified Consultant to assist the County by performing field investigations within the County facilities into a comprehensive ADA Transition Plan.

BACKGROUND

The Americans with Disabilities Act (ADA) originally passed on July 26, 1990 as Public Law 101-336 (42 U.S.C. Sec. 12101 et seq.), became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. The Act comprises five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA required state and local governments to make their programs, services and activities accessible to persons with disabilities. It also established physical access requirements for public facilities (buildings and sidewalks, etc.). The selected Consultant will assist County staff to perform the Self Evaluation and prepare an ADA Transition Plan for Jefferson County, in accordance with ADA requirements.

ANTICIPATED PROJECT SCHEDULE

Release of RFP:	June 2, 2017
Questions Due:	June 30, 2017
Proposals Due:	July 11, 2017
Proposal Review/Selection:	July, 2017
Award:	August, 2017
Complete Public Draft Plan:	November 30, 2017
Plan Adoption:	January 1, 2018

REVIEW OF PROPOSALS AND SELECTION OF CONSULTANT

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation.

Proposals submitted will be evaluated by a committee comprised of Jefferson County staff. The committee's evaluation will be based upon, but not limited to: proposal cost, strength of the proposal, related experience of the firm, professional qualifications of the individual(s) to be assigned to the project, ability to meet required deadlines, and references from previous clients.

While cost is a key consideration, the County reserves the right to choose the best proposal, which may not be based on price. The committee may choose to interview the top candidates.

After evaluating the proposals and discussing them further with the finalists, the County reserves the right to further negotiate the proposed work and/or method and amount of compensation.

PROPOSAL CONTENT

Jefferson County requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. Four (4) copies of the proposal shall be submitted and shall be organized in an easy-to-follow format. The Proposal must include, at a minimum, the following sections:

- **Background on Firm:** Letter of transmittal signed by an individual authorized to bind the proposing entity stating the firm has read and will comply with all terms and conditions of the RFP. A brief description of the firm including the size of the organization, location of offices, and years in business. Qualifications of individuals who will perform the work listed in the Scope of Work along with identification of the individual who will be the County's main contact.
- **Statement of Understanding and Approach:** Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm's experience working on similar projects and provide a statement of the services your firm believes differentiates your firm from others. Describe the methodology for training County staff to ensure proper implementation and monitoring of the ADA Transition Plan. Additionally, as a part of your summary, clearly define the responsibilities of Jefferson County and the responsibilities of the firm.
- **Scope of Work:** Provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly. Attendance at County Council, community meetings, and providing any needed informational material deemed necessary to educate the community and Council regarding the project should be included.
- **Project Schedule:** Provide a project schedule with significant milestone events or deadlines. Scheduling milestones should be concrete and achievable; however, they may be revised on approval of both parties.
- **References:** Provide the following information for two (2) projects which are similar in scope to the project requested by this proposal: Name, address, and telephone number of the client; person to contact for references; time period of project; brief description of the scope of services provided.
- **Additional Information:** Jefferson County has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not lieu of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as brief as possible.
- **Cost Proposal of Consulting Fee:** Your proposal shall include a cost estimate for providing services. Cost proposal shall be broken down into four (4) subtotals:
 1. Self-Evaluation of all Relevant Programs, Services, and Activities. Evaluation of Jefferson County's website for ADA compliance *

2. Jefferson County Courthouse and Jail Facilities: Self-Evaluation and ADA Transition Plan Preparation of County Facilities *
3. Self-Evaluation and ADA Transition Plan Preparation of County Facilities (Excluding the Jefferson County Courthouse and Jail)
4. Self-Evaluation and ADA Transition Plan Preparation of Public Right-of-Way

*** : One or both of these items may be performed by other means. If so, they will be deleted from the scope of work being procured under this RFP.**

EVALUATION CRITERIA

Jefferson County intends to engage the most qualified consultant available for this assignment. It is imperative the consultant's proposal fully address all aspects of the RFP. Each proposer's offer of services will be evaluated using the following criteria:

- Cost proposal (Completion of Cost Proposal Form: Appendix B) **(30 points)**
- Consultant's proposal demonstrates a clear understanding of the ADAAG, Title 24 requirements, and the work to be performed. **(30 points)**
- Recent experience with similar types of projects including ADA Title II projects, and relevant experience and technical competence of the Consultant, personnel assigned to this project, and degree of participation in the project by key personnel. **(30 points)**
- Consultant's demonstrated skills in facilitating public meetings, making presentations, engaging and working with the public, understanding the public process, and building community consensus. **(20 points)**
- Experience in client training for similar projects **(10 points)**
- Reference and information from other organizations for which the Consultant has provided a comparable service **(10 points)**

Total Points Possible: 130 points

SCOPE OF WORK

The following is a proposed scope of services for the development of the County's ADA Self-Evaluation and Transition Plan. Additional steps may be added as the Consultant determines appropriate based upon their experience. At a minimum, the consultant selected will be responsible for providing the services described below:

1. Conducting a self-evaluation of all relevant public facilities, to include field data collection, and data analysis,
2. Conducting a self-evaluation of County right-of-way with respect to ADA requirements,
3. Conducting a self-evaluation of all relevant programs, services, and activities, (to include research). Evaluating Jefferson County's website for ADA compliance,
4. Coordinating the involvement of various stakeholders to include elected officials, County staff, disability advocacy groups, and the public throughout the process,
5. Developing a Transition Plan which will identify and prioritize current pedestrian barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues,

6. Providing management, monitoring, and tracking tools that will allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan.

It is the intent of the County for the finalized ADA Transition Plan to serve as a pragmatic application tool that will identify existing and future accessibility needs, document accessibility facility standards, and to provide design criteria for future facilities development.

PRIMARY SCOPE OF SERVICES

The County expects the project to be conducted in two general phases:

- Phase 1: Self-Evaluation: Survey, review, and analysis of facilities, public right-of-way, programs, services and activities. Evaluation of Jefferson County's website for ADA compliance.
- Phase 2: Transition Plan Development: Collaborating with various stakeholders to review Phase 1 results, establish priorities and schedules for completion, and reach consensus for a finished product.

The Consultant's scope of work should provide a realistic approach for completing both Phase 1 and Phase 2 of the project. The Consultant is encouraged to include suggestions or supplemental tasks which may enhance the project, streamline the scope of work, improve cost effectiveness, or lead to a better quality finished product or process. State all assumptions clearly. Include the decisions, products, data and any other information that the Consultant expects from County staff.

Phase 1: Self-Evaluation

1. Meet with designated County staff, hereinafter referred to as "ADA Compliance Team," to discuss project expectations, survey methodology and a schedule for project deliverables. This will be an opportunity for the Consultant to review and clarify questions related to the project's scope and familiarize themselves with important issues and availability of resources. It's the County's intention for the Consultant to serve in a project management capacity throughout the project with general direction from the ADA Compliance Team.
2. Review County programs, services and activities that are open to the public and are therefore required for review and inclusion by ADA. Evaluate Jefferson County's website for ADA compliance.
3. Conduct field surveys of County facilities (a list of facilities is referenced in Appendix A) that may be accessed by the public and are, therefore, required for review and inclusion by ADA. The surveys will focus on the evaluation of architectural barriers, including path of travel (both within and around the facility), and accessible parking requirements. Provide an initial recommendation in terms of priority for barrier removal.

Conduct field surveys of County public right-of-way with respect to ADA requirements. This includes crosswalks, curb ramps, barriers, etc. Please note that Jefferson County has a very limited amount of pedestrian facilities in our right-of-way, and we believe that the effort to complete this task will be minimal.

Due to limited County staff availability, it is the intent of the County that these field surveys be largely conducted by the Consultant; surveys requiring County staff assistance should be coordinated through the ADA Compliance Team and scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members.

4. Compile survey data in a useable and easily accessible format, which should include a version compatible with Microsoft Excel. Compile data and meet with ADA Compliance Team to review and analyze data gathered from the survey process.
5. Produce a Field Survey Report, which will be a detailed report that profiles the various deficiencies found. This report should be provided in both printed (color) and electronic (PDF) formats, with members of both teams provided a copy of each. This may also include a presentation component that outlines material provided in the report.
6. Present the facility survey report to the ADA Compliance Team. Solicit and record all feedback, as well as make changes as directed by the team.
7. Finalize the facility survey report and present it to the ADA Compliance Team.

Phase 2: Transition Plan Development

1. Develop a first draft of the ADA Transition Plan (Plan) based on prior research and data collection, the Field Survey Report, recommended priority levels typically associated with each type of deficiency, and determine available funding working with the ADA Compliance Team. Include any recommended changes to funding levels necessary to achieve the recommended goals.
2. Meet with the ADA Compliance Team to review the draft document, identify project priorities, and solicit feedback for refining the various components. Incorporate any comments or changes made by this team into the draft Plan.
3. Prepare and produce a second draft of the ADA Transition Plan (completed) that is clear, concise, and user-friendly. It should include a detailed description of identified barriers, as well as the schedule or plan identified for removing those barriers and a summary of the public input received.
4. Present the second draft Plan to the ADA Compliance Team for final comments and suggestions, and incorporate any final changes as appropriate. These changes shall result in the third (final) draft.
5. Provide to the ADA Compliance Team a full-color copy of the final draft ADA Transition Plan, as well as an electronic copy (on either CD or DVD). Also, provide a summary of the project, to include an overview of the process and the comments received. This summary will be provided to the County Council and released to the public.
6. Present the final draft ADA Transition Plan at a regularly scheduled County Council meeting (TBD) for discussion and adoption by the County Council.
7. The Consultant shall provide the County with an electronic database of items contained in the Facility Survey Report. This database should be in a Microsoft Excel format.

APPENDIX “A”

General Revenue Buildings	Total Building Square Footage	Office Space (Sq ft)	Warehouse Space (Sq ft)
Administration	33,522	33,522	0
Annex	20,817	20,817	0
Facilities (with storage unit)	7,482	4,682	2,800
Courthouse	72,546	72,546	0
Justice Center	38,120	38,120	0
Jail (with storage unit)	50,335	50,135	200
Juvenile Detention	17,375	17,375	0
EMOC (Phase 1 - 3)+ garage + 2 outbuildings	11,077	3,809	7,268
Animal Control (cat & dog house in specialty space)	5,440	1,136	120
Animal Control Center	11,200	11,200	0
Civic Center (County is Leaser and user)- includes basement, building, and snack shack	5,770	5,770	0
Fleet (new-West campus)	8,400	700	7,700
Parks (West Campus)	5,200	540	4,660
Parks- concession stand	590	0	0
Lease Buildings	Total Building Square Footage	Office Space (Sq ft)	Warehouse Space (Sq ft)
Public Defenders Office (County Leasee)	2,880	2,880	0
Sheriff North Zone (County Leasee)	1,394	1,394	0
Sheriff House (County Leasee)	3,195	3,195	0
Juvenile Day Treatment (County Leasee)	6,314	6,314	0
EDC (County Leaser)	4,454	4,454	0
Third Street Annex (County Leaser)	7,436	7,436	0
Road & Bridge Buildings	Total Building Square Footage	Office Space (Sq ft)	Warehouse Space (Sq ft)
East Maintenance Shed	5,220	1,295	3,925
West Maintenance Shed	5,840	1,240	4,600
North Maintenance Shed	4,510	925	3,585
Highway Fleet Facility	11,875	1,110	10,765
Sign Shop	3,040	0	3,040

APPENDIX "B"

COST PROPOSAL FORM

Please provide a price for completing each of the four (4) tasks. The award will be based on the total sum of the four tasks, regardless of whether any of the tasks are deleted from the scope of work:

Task 1: Self-Evaluation of all Relevant Programs, Services, and Activities. Evaluation of Jefferson County's website for ADA compliance

Price: _____

Task 2: Jefferson County Courthouse and Jail Facilities: Self-Evaluation and ADA Transition Plan Preparation of County Facilities

Price: _____

Task 3: Self-Evaluation and ADA Transition Plan Preparation of County Facilities (Excluding the Jefferson County Courthouse and Jail Facilities)

Price: _____

Task 4: Self-Evaluation and ADA Transition Plan Preparation of Public Right-of-Way

Price: _____

Grand Total: Price: _____
(Sum of Tasks 1, 2, 3, and 4)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2017:

Company Name

County of Jefferson, State of Missouri

Signature

Kenneth B. Waller County Executive

Print

Company Address: _____

Phone: _____

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: _____

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes _____ No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$ _____

BY: _____

TITLE: _____

COMPANY: _____

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone _____ **E-mail** _____

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI