



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

BID #: 19-0047

Request for Proposal: JAIL SECURITY CONTROLS 2019

Date Issued: 4-23-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 21, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification
 Contact:**

JASON JONAS
 Department of Public Works
 636-797-5369
 jjonas@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:
**ONE YEAR CONTRACT
 UPON APPROVAL OF 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

JASON JONAS – JEFFERSON COUNTY PUBLIC WORKS
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

SCOPE OF SERVICES **JAIL SECURITY CONTROL SYSTEM UPGRADE**

Project Purpose and Introduction:

Request the services of a security controls consultant and/or contracting company to review existing system conditions and submit a proposal on required and/or recommended improvements. The awarded contractor shall oversee any needed design, construction and installation of an upgrade solution for the Jefferson County, Missouri Jail facility security control system. The services anticipated for this project are detailed further in the contract work section.

The chosen Contractor shall be committed to work with Jefferson County Jail and Facility Services staff, as well as the assigned County Project Manager during installation and implementation to aid staff with a general understanding of the system. The Contractor shall be trained on the proper use and basic trouble shooting of the equipment. Upon completion of the installation, the Contractor shall be prepared to fully test the system to assure optimum functionality and performances are achieved.

Project Objectives

The Contractor shall be responsible to provide all labor, materials, equipment, supplies, and tools required to complete the work that has been proposed and awarded, and in compliance with all applicable federal, state and local codes and standards. The Contractor must oversee and coordinate the entire project. Any subcontractor must be approved by the County prior to the commencement of the contract work. The Contractor shall be responsible for cleanup and disposal of all trash and construction debris generated by the project, disposal of any existing items removed, but not used in the new installation, and repair of any damage to other jail components caused by the Contractor or their subcontractors. Final acceptance of the project will be provided by the County Project Manager.

The following are the basic project objectives:

1. Increase safety and security of the jail facility by providing a reliable, non-proprietary control system upgrade solution.
2. Increase reliability by providing PLC-based system.
3. Decrease County risks by providing all as-built documentation, programming and passwords upon project completion.
4. Improve facility safety by providing and integrating a digital intercom system.
5. Provide an IP-based CCTV system that is easily expandable and able to utilize the newly installed software, hardware, and licenses for future upgrades and expansion.
6. Prepare the end users for operation and basic system maintenance by providing comprehensive training to user groups and maintenance staff.

7. Remove the burden of maintenance and warranty from the owner by providing not less than a one-year maintenance and warranty agreement.
8. Maintain a healthy Contractor/Owner relationship by establishing a mutually agreeable warranty and maintenance plan for the facility beyond initial warranty plan expiration.
9. All proposals submitted that includes hardware or software which must reside on or connect to a Jefferson County Sheriff's Office server must be able to meet security requirements of the Criminal Justice Information Network (CJIS) standards.

The following are the basic general requirements of the project:

1. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
2. All systems and components shall have been thoroughly tested and proven in actual use in situations of a similar nature.
3. All systems and components shall be provided with the availability of a toll-free (U.S. and Canada), 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance at no charge for as long as the product is installed.
4. All systems and components shall be provided with a one-day turnaround repair and 24-hour parts replacement. The repair and parts expediting shall be guaranteed by the manufacturer on warranty and non-warranty items.
5. Ability of the Contractor and equipment supply vendor to meet a four (4) hour response time in the event of emergency.
6. Ability of the Contractor and equipment supply vendor to provide a maintenance agreement proposal, with the associated costs, once warranties are set to expire.
7. A site visit and inspection shall be offered to all interested firms wishing to submit proposals for this project. Firms that attend one of these meetings will receive all ten (10) points out of the ten (10) maximum points for that rated category. Those that do not attend one of these meetings will receive zero (0) points out of ten (10) maximum points for that rated category. Attendance at only one of these meetings shall be necessary to receive the maximum points. These meetings shall be held at the job site location and on the following dates and times:

May 3, 2019 at 1:00PM and May 6, 2019 at 1:00PM

8. To maintain security, integrity and intent of this project; the County reserves the right to observe the Contractor's operations and inspect their work site at any and all times. The Contractor shall agree to abide by any and all of the County rules and regulations, as well as the Jail security measures, procedures and protocols.
9. Due to the sensitive nature of the project location, the County requires all employees of the Contractor and any subcontractors, that are required to perform, inspect or oversee work of this project, shall successfully pass a criminal background check that is to be conducted by the Jefferson County Sheriff Office. Any such employee(s) that fails this measure shall not be permitted on the job site. Prior to commencing any work, the Contractor shall submit to the

County a list of all employees it proposes to use in providing the services under the contract. In addition, the Contractor shall cooperate with the County to accomplish a fingerprint-based criminal background check of all said named employees. The County reserves the right to approve/disapprove of any of the proposed Contractor's employees. No Contractor's employee shall work at the County facility until such time as the Contractor's employee has been approved by the County.

10. The County reserves the right to order immediate removal of any employee of the Contractor, or of their subcontractors, from the job site for just cause. Reasons could include; but are not limited to, security, disorderly behavior, intoxication, violation of laws, unsafe behavior, or for emergency public safety.
11. Respondents must provide three project reference installations. Experience with jail or detention security control systems will receive more rating points in the related experience and technical competence/expertise scoring categories. Project client information or details on those projects is highly encouraged.
12. Respondents must have sold and installed software and hardware architecture identical to that which is being proposed in this project. Additionally, at least one year of experience with the same system(s) in an effectively similar environment shall be required.
13. Respondents must provide a submitted proposal that includes control system support options of: (a) remote support via two-factor internet allowed; and (b) restricted to phone and on-site support only. Both of the above two options must be offered to the County. Final decision on support shall be at the discretion of the County.

Existing System Information, Observations and History:

The Jail Security Control System Upgrade project will be located at the Jefferson County, Missouri Jail, 510 First Street, Hillsboro, Missouri 63050. The existing control system software and hardware are past their design life and in need of immediate repair, replacement and/or upgrade.

The current system consists of several main components as follows:

- Officer Control Stations (OCS);
 - Age of the existing desktop computers requires the need for replacement.
 - Existing touchscreen monitors are an outdated format and requires upgrade.
 - Operating system on desktops is no longer supported and requires upgrade.
 - Current control system software (WonderWare InTouch V9.5) must be upgraded.
 - Current computer hardware and software system fail-safe measures are outdated and in need of improvement and upgrade.
 - Existing graphic screen displays are cluttered, less functional and needs upgrading.

- Programmable Logic Controller (PLC), which provides actual door, intercom and utility control;
 - PLC system is in good working condition and all its components are still being manufactured. The County expects these components to last for the foreseeable future.
 - PLC system consists of a single PLC with components installed in remote racks located in ten cabinets, in four areas of the Jail facility. The remote racks and control system computers are linked together with various ethernet cables and switches. The existing system was designed to utilize only one PLC processor to control all of the facility security controls. This system reliance on one processor creates a single point of failure. If the processor fails, then all door control, intercom control and inmate utility control cease to operate. The video system is the only control system that is not operated by the PLC.
 - There currently are no known spare parts on hand for the PLC system.
- Intercom Components;
 - Currently the intercom system is functioning well.
 - The existing system is a hybrid and not stand-alone.
 - It utilizes some Dukane intercom components and relies on the PLC system to provide system control.
 - The PLC system receives call-in requests, annunciates call-ins, queues multiple call-ins, and places out-bound calls to intercom stations.
 - If the PLC system or the officer control station fails, then the officers are no longer able to initiate or answer intercom calls.
 - It is suspected that the existing Dukane intercom hardware is obsolete and unsupported. Replacement components are viewed to be difficult to obtain and repair of existing components may also be problematic going forward.
- Control System Ethernet Network;
 - Ethernet dedicated to the security control system is composed of good cabling and very good, industrial-hardened, DIN rail mounted ethernet switches. There does not appear to be any performance issues with this system.
 - There currently are no known spare ethernet switches in the event of a failure.
- Video System.
 - The current system works reliably; however, is short on storage capacity.
 - The facility is unable to keep the desired 60 days of camera videos.

- The County has an advertisement for bids to upgrade this system under a separate contract. The Contractor for both awarded contracts must coordinate together to make sure both systems are integrated and compatible with each other.

Basis of Project Proposals / Contract Work:

The following information shall only serve as a framework of the anticipated project work required or assumed by Jefferson County, Missouri. These details and assumptions shall not be construed as either all-inclusive or essential in terms of what each potential bidder may view as needed, required or recommended per their own independent evaluation. Each interested party that wishes to consider a bid submission is highly encouraged to attend one of the site visit meetings during the bidding process to perform their own onsite evaluation of the existing system. In doing so, these engaged firms will be able to better understand what solutions to include and omit in their final proposal. Failure to perform such an evaluation and fully understanding the facility needs for repair, improvement and upgrade may result in poor scoring in one or more of the rating categories listing within this request for proposal.

- County Anticipated Security Control System Upgrade Solutions
 - Officer Control Stations (OCS).
 - Proposed basic and/or enhanced upgrades or improvements of OCS (multiple options or no options may be submitted).
 - Proposed PC hardware replacements for OCS.
 - Proposed touchscreen monitor replacements for OCS.
 - Existing WonderWare or other alternative proprietary program software upgrade and installation.
 - Hardware and software configuration for security control system.
 - Other basic and/or enhanced upgrades of OCS as proposed.
 - Subtotal cost(s) associated with this section for each option submitted.
 - Programmable Logic Controller (PLC).
 - Proposed basic and/or enhanced upgrades or improvements for PLC (multiple options or no options may be submitted).
 - Subtotal cost(s) associated with this section for each option submitted.
 - Intercom Components (IC).
 - Proposed basic and/or enhanced upgrades or improvements for IC (multiple options or no options may be submitted).

- Subtotal cost(s) associated with this section for each option submitted.
 - Control System Ethernet Network (CSEN).
 - Proposed basic and/or enhanced upgrades or improvements for CSEN (multiple options or no options may be submitted).
 - Subtotal cost(s) associated with this section for each option submitted.
- Administration of the Jail Security Control System Upgrade Project
 - Develop/manage design, construction, installation, scheduling, details, etc.
 - Coordination of the subcontractors during all phases of the project.
 - Coordination with contractors associated with the Jail video system upgrade project.
 - Communication with County and all monitoring agencies on project progress.
 - Act as the general information source for all questions regarding the project.
 - Review and approve all shop drawing and material selections.
 - Determination and acquisition of all necessary permits, certification, or inspections.
 - Submission and approval of all phases of the project through Local, State and Federal permitting/controlling agencies (any fees to be paid by Contractor).
 - Assist County Project Manager in the selection of project features (if required).
 - Assist County Project Manager with project close out.
 - Coordination of final inspection of project.
 - Correction of any non-conforming work of project.
 - Collection and submission of warranty documents.
 - Collection and submission of operations and maintenance manuals.
 - Collection and submission of design plans and details.
 - Respond to questions and comments from any inspection agency in writing.
 - Provide user training on all system hardware and software installations.
 - Documentation of the project to include.
 - Design drawings, schematics, and necessary details.
 - List and certification of all original parts used in the project.

- Inspection reports, permits, certifications and documents detailing compliance with building, safety, and ADA standards.
- Insurance requirements and lien wavers for all project contractors.
- Prevailing wage requirements.
- Warranty documents and operation and maintenance manuals.
- List of all supplier specific parts and components with the contact and order information for the suppliers.
- Construction site management for the project.
 - Schedule updates of the construction progress must be provided to County Project Manager.
 - Accommodations will be made to provide minimum disturbance to the normal functions and activities of the Jail facility.
 - Work area to be tidy and comply with all safety regulations.

Project Team:

The proposed project team must contain and identify in the proposal, the team members and subcontractors that will be necessary for each component of this project. The fees, services and cost estimates shall be broken down to the smallest proposed unit of delivery and then totaled for all necessary category listings advertised.

Project Proposal Submissions:

Project proposals are due to the County no later than by 2:00 pm CST on Tuesday, May 21, 2019. Proposals will be publicly opened and read aloud at the time and date indicated above. 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. Delivery shall be to the attention of the office of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri, 63050. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the project title, name and address of the bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late bids will not be accepted and will be returned to the sender, unopened. Proposals shall include all fees and services necessary to complete this project. All sub-consultant fee proposals shall also be included in the total project fees.

Anticipated Project Selection and Award Timeframe:

- May 21, 2019 – Proposals due to the County; Opening of Submitted Proposals
- May 28, 2019 – Anticipated Selection of Contractor
- June 10, 2019 – Anticipated Award of the Contract
- June 17, 2019 – Anticipated Issuance of Notice to Proceed
- Schedule for Project Completion – As Defined by Contractor Proposal

Proposal Review:

Proposals will be evaluated on certain category qualifications and the ability of the bidding company to meet the needs of the County. The security system control project proposal will need to balance: total project cost; timeframe required to complete project; functionality of the proposed solutions; and maintenance or serviceability of the proposed components (general availability of parts/components, service plan, warranties, etc.).

Contractor Selection:

The selection of the team for this project shall be made using the following rated categories and weight scale associated with this request for proposal:

<u>Category</u>	<u>Point Scale</u>
Total Project Cost (as awarded)	50 points max.
Related Project Experience	10 points max.
Technical Competence and Expertise	10 points max.
Details of the Project Proposal	10 points max.
Evaluation of the Project Site	10 points max.
Project Schedule	<u>10 points max.</u> 100 points max.

Category Definitions:

Total Project Cost (as awarded) – Lowest responsive bidder will be awarded 50 points. All low bids in succession to the lowest bidder shall receive 10 less points respectively (i.e. 1st = 50 pts, 2nd = 40 pts, and so on). As awarded refers to cost comparison of what elements of the project are funded and awarded to the selected bidder. Certain elements, options or alternatives of the project may not get funded and awarded, and; therefore, shall not be part of a cost comparison. The County highly encourages the submission of multiple options for each element, option or alternative of the project work to be considered.

Related Project Experience – Rating of proposal on relevant and related project experience on a scale of 1 to 10.

Technical Competence and Expertise – Rating of proposal on technical competence and professional expertise of the team on a scale of 1 to 10.

Details of the Project Proposal – Rating of proposal on components or elements being required or recommended by the bidder versus the specified requirements and recommendations of the County, on a scale of 1 to 10.

Evaluation of the Project Site – Rating of proposal on what extent the team reviewed the existing facility conditions and capacity as a basis for the proposal’s required and/or recommended improvements, repairs, replacements, upgrades, etc. on a scale of 1 to 10.

Project Schedule – Rating of proposal on submitted project schedule on a scale of 1 to 10.

The proposing teams are highly encouraged to explain how they best meet the above stated categories to assist the County in rating the proposals. The County reserves the right to reject proposals that do not entirely cover the scope of services being requested. The firms are highly encouraged to contact the County Project Manager with any questions pertaining to what is being requested or required in the proposal. All correspondence that relates to this project must be directed to the County Project Manager only in order to maintain a fair bidding environment. The County Project Manager for this project is as follows:

Jason Jonas, P.E
Office: 636-797-5369
Email: jjonas@jeffcomo.org

Total cost of project \$ _____

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2019:

Company Name

County of Jefferson, State of Missouri

Signature

Dennis Gannon J. 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