



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

Request for Proposal: CELLULAR TELEPHONES AND SERVICES

Date Issued: 4-18-14

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 20, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

RANDY MULLER
Department of Information Technologies
636-797-5592

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

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

**Contract Term:
6-1-14 to 5-31-16
upon approval by
the County Council
and County
Executive**

**Vendor
Information:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

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 two-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

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*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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

A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).

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).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

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

“BIDDER”S INITIALS: _____”

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. PROPOSAL DEPOSITS/BONDS:

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

G. 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.

H. 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.

I. 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.

J. 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).

K. 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. (X)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. (X)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. (X)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 statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. 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.

M. 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, Request for Proposal and Proposal Form

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.

G. 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.

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.

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

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 PROPOSAL FOR CELLULAR TELEPHONES AND SERVICE

1.

Scope of Work

The intent and purpose of this Request for Proposals is to obtain competitive proposals and award a contract for wireless phone and data services for County of Jefferson Missouri. The vendor shall provide full time, daily service, support, and maintenance to all Jefferson County departments.

Jefferson County desires to have superior customer service from the successful vendor. Such service is defined as working with the Purchasing Manager to determine equipment needs, providing assistance in rectifying repair needs, providing coordination of equipment installation, and in certain cases, providing emergency use of phones.

All existing cellular phones shall be converted over to the new provider when the awarded bidder has been approved by the County Council and County Executive, as well as future purchases of new service and equipment. Jefferson County would prefer to contract with one vendor for all needs, but reserves the right to award the services to multiple vendors. Jefferson County reserves the right to increase or decrease quantities and add additional departments and divisions throughout the term of the contract.

1.1

Current Services

CURRENT JEFFERSON COUNTY USER INFORMATION

<u>Account Number</u>	<u>Department</u>	<u>Approximate Number of Lines</u>
Account # 1	Assessor	1
Account # 2	Circuit	1
Account # 3	Public Administrator	2
Account # 4	Prosecuting Attorney	3
Account # 5	Parks	5
Account # 6	Emergency Management	2
Account # 7	Road and Bridge	33
Account # 8	Bldg, LU, PZ, CE, A/C	28
Account # 9	Administration, Executive, Council	7
Account # 10	Facilities	7
Account # 11	Auditor	1
Account # 12	Collector	1
Account # 13	Sheriff	62
HOT SPOTS	Information Technology	3
	Juvenile	1

BROADBAND	Animal Control	1
	Information Technology	2
	Emergency Management	3
	Facilities	1
	Highway Sheds	2
	Sheriff	1
TABLETS	Collector	1
	County Council	5
	Juvenile	24
	Juvenile New Day	1
	Prosecuting Attorney	2

2.0 PROPOSAL PROCESS

Proposals shall consist of technical and cost proposals, vendor qualifications/experience, and references.

2.1 Technical Proposals

Technical Proposals shall contain, at a minimum, an executive summary, and fully address the questions listed below.

Specific elements to be addressed in the technical proposal include:

- A. Basic Services: Clearly explain what services are offered as part of the basic services.
- B. Additional Services: Clearly explain what additional services are offered with associated costs.

Understand that preference shall be given to vendors proposing the following features at no charge and airtime free to the Customer:

Service Activation, Call Forwarding, Call Waiting, 3-Way Calling, Detail Billing, Caller ID, and Voice Mail Retrieval.

Jefferson County is also looking for this consideration for the following features as well: Ability to Restrict Phone Numbers

Jefferson County also requires data and text messaging plans, as outlined in the summary of current services.

- C. Coverage: Clearly describe and provide illustration of the area for which coverage is provided without additional charge. Provide propagation charts of areas of coverage for Jefferson County to allow detailed evaluation of immediate area signal strength and coverage. Provide a general coverage map of Missouri and explain how service is obtained if an area is not covered by the offering service provider.

Coverage should include the counties of: Jefferson, Franklin, Washington, St. Genevieve, St. Francois, St. Charles, St. Louis, as well as the city of St. Louis. County Departments are on emergency call out, therefore phone service CANNOT be interrupted unless county is notified 72 hours in advance. All services must be provided 24 hours per day, 7 days a week including nights, weekends, and holidays.

D. Catastrophic Emergency Services: Discuss carrier's plan to support Jefferson County the Customer during any natural disaster or other catastrophic event. Vendor shall also show satisfactory proof of the system's reliability in inclement weather conditions. Will Jefferson County be entitled to Wireless Priority Services, and are there any costs associated with this service? Does the vendor have infrastructure in place to keep towers "on" in the event of power outage during a catastrophic event? If not, please explain how vendor will ensure that Jefferson County will not lose wireless services if a catastrophic event were to occur.

Please address each of the following options separately:

OPTION A: Government Nation Pooled Standard (Non-smartphones)

Plan features must include no roaming and call waiting.

Approximately: 119 devices

Must include: Caller id, voice mail, unlimited texting

Besides the pooled voice plan it must include a pooled data plan by account.

Describe your plan:

Minutes Per Pooled Plan:

Minutes Per Phone:

Cost Per Pooled Plan: \$ _____

Cost Per Line: \$ _____

Cost Per Additional Line(s): \$ _____

Phone Models and Cost:

Model: _____ \$ _____

Model: _____ \$ _____

Model: _____ \$ _____

OPTION B: Smartphones (CANNOT contain a Windows Operating System)

Approximately: 34 devices

Plan must include at the minimum:

Unlimited texting

A data and voice plan

Capable of working with Lotus Notes EMAIL

Plan: _____

Cost Per Pooled Plan: \$_____

Cost Per Line: \$_____

Cost Per Data Package: \$_____

Specify what data package includes: (Examples: Unlimited Text Messaging, Internet and E-Mails)

Phone Models and Cost:

Model: _____ \$_____

Model: _____ \$_____

Model: _____ \$_____

Any additional costs \$_____

Describe additional costs:

OPTION C: Hot Spots

Approximately: 4 devices

Plan:

Cost Per Line: \$_____

Cost Per Data Package: \$_____

Specify data packages:

Hot Spot Models and Cost:

Model: _____	\$ _____
Model: _____	\$ _____
Model: _____	\$ _____

OPTION D: Broadband

Approximately: 10 devices

Data Plan:

Cost Per Line: \$ _____

Cost Per Data Package: \$ _____

Specify data packages:

OPTION E: Tablets

Approximately: 33 Devices

Plan must include at the minimum:

Data Plan:

Cost Per Data Plan: \$ _____

Cost Per Line: \$ _____

Specify what data package includes:

2.2

Cost Proposals

Cost Proposals shall include the following:

- Costs for basic services and pooled services (for Voice, Text and Data services).
- Costs for wireless data (air cards). Please provide costs for both 3G and 4G networks and include information about whether data plans are unlimited or metered/throttled, and provide these specific intervals.

- Plan options (i.e. # of minutes, pooling minutes, etc.)
- Time frames for peak vs. off-peak (night & weekend minutes). Are off-peak minutes included at no additional charge?
- What mobile-to-mobile minutes are included as part of the basic service plans?
- What is the charge for airtime usage when travelling out of the United States?
- What is the cost for data usage when travelling outside of the United States?
- Does the carrier provide an unlimited usage plan and what services are included in said plan?
- Actual prices of available phones, cases and chargers. Broad listing of air cards, basic phones and smartphones.
- Vendor shall list any additional pieces of peripheral equipment which come standard with the service.
- Vendor shall list all optional equipment available.
- List any additional services available and the monthly fee for each.

2.3

Vendor Qualifications/Experience

A statement of qualification of the firm and a description of the company history and financial capability is required. Proposers shall provide their Dun & Bradstreet number. Proposers shall include definitive information regarding their experience and qualifications and key staff members who will be involved with the Jefferson County account.

2.4 References

Proposers shall provide a list of at least five public agency references that are currently under contract with proposer for similar products and services. References are to include: Name, Address, Contact, Title, Phone Number, Approximate Population, Installation Date, and Approximate Number of phones in use.

2.5

Customer Service

Carriers must provide all contact information for the Customer Service Representative/Account Manager in charge of the Jefferson County account. These representatives must have the ability to add/delete lines of service upon request and have the authority to make decisions regarding other account/billing inquiries. Jefferson County must also have contact information for a backup Representative should the primary contact be unavailable when service is required.

3.0

SPECIAL TERMS AND CONDITIONS

The agreement/contract term is from 06-01-2014 through 05-31-2016 with no activation or early termination fee. Jefferson County reserves the right to renew this contract for one additional 24-month periods at the same discounts, terms and conditions. Prices must remain firm during the term of the contract. Addenda(s) to contracts MUST be agreed upon by both parties in writing.

Vendor shall provide monthly itemized invoices with detailed billing, broken down by department, division and phone number.

Because law enforcement and public works make use of cellular equipment, it is imperative that uninterrupted service be provided 24-hours/7-days to Jefferson County. This uninterrupted service shall

include the wireless technologies in use, as well as equipment. Please describe the Vendor's policies for providing replacement/loaner equipment to Jefferson County Customer. Will Jefferson County be able to purchase equipment at discounted pricing, and billed to account, at local retail locations as needed?

Vendor shall present a service plan covering the location of the service facility, ability to supply parts and equipment, repair procedures, and hours of operation.

Vendor shall evaluate and analyze Jefferson County phone usages and provide rate reduction plans as needed. Meet with Purchasing Manager for purpose of analyzing and developing cost saving measures and suggesting modifications and or alternative course of action to enhance system and cost effectiveness. This service is to happen after the first six months of service and then on an annual basis.

Jefferson County reserves the right to request samples after the proposals are opened and before the award is made.

4.0 MAINTENANCE SERVICES

Vendor shall perform routine preventative maintenance service as may be appropriate by making adjustments, repairs, and replace such parts as may be required to put the equipment in good working order. Vendor's obligation, hereunder, shall relate to equipment adjustments and repairs necessitated by normal wear and tear during normal use for the period of time for which the contract charge has been made.

Vendor shall provide 24-hour/7-day technical service for telecommunication service and maintenance at no additional charge.

Vendor shall perform emergency service necessary between preventative inspection at no additional cost subject to terms and conditions.

Vendor shall provide loaner equipment at no charge, if shop repairs are necessary. Vendor shall provide pick-up and delivery services as needed when requested by Jefferson County staff, at no charge.

Vendor shall repair all equipment or provide replacement equipment within eight hours or the next working day whichever is the shortest time.

Will Vendor allow Jefferson County to keep "spare" equipment on hand, at no charge, if a phone is not able to be repaired or replaced within 8 hours or the next business day?

5.0 BILLING

JEFFERSON COUNTY REQUIRES TWO APPOINTED ACCOUNT REPRESENTATIVES THAT CAN BE CONTACTED BETWEEN 7AM – 5 PM MONDAY THROUGH FRIDAY WITH QUESTIONS REGARDING ACCOUNT BILLING ISSUES, NEW ACTIVATIONS, AND OTHER COUNTY NEEDS.

Detailed paper copies of bills must be itemized by department, phone number, and employee name. Jefferson County is currently participating in the Western States Contracting Alliance (WSCA). The County is tax Exempt; no taxes should appear on billing Invoices.

Government Nation Pooled Rate Plans for Cellular Service

Account(s) must be set up as pooled plans for each department. Account(s) must have the option of adding additional lines and/or services to be pooled plan(s).

Any additional phones or devices will need consecutive numbers within reason, starting with area code 636 or 314.

CUSTOMER, MISSOURI PROPOSAL FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide cellular phone service and equipment in accordance with the specifications contained herein.

Proposal Form must be signed by authorized representative and attached to Firm's proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of:

COMPANY: _____

DUNS NUMBER: _____

MAILING ADDRESS: _____
(Address) _____ (Customer/State/Zip) _____

STREET ADDRESS (NO P.O. BOX): _____
(Address) _____ (Customer/State/Zip) _____

TAX ID NO.: _____ PHONE NO.: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EMAIL ADDRESS: _____

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

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