



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 17-0036

**Request for Proposal:** EMPLOYEE ALERT SYSTEM

**Date Issued:** 4-4-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 16, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification Contact:**

**RANDY MULLER**

Department of Information Technology  
636-797-5592  
rmuller@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:**

**Contract Term: 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 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.

**Company Name**

**Authorized Agent (Print)**

**Address**

**Signature**

**City/State/Zip Code**

**Title**

**Telephone #**

**Date**

**Tax ID #**

**E-mail**

**Fax #**

## TABLE OF CONTENTS:

<b>Legal Notice and Request for Proposal</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Proposal Requirements</b>	<b>Page 3</b>
<b>Proposal Form and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

### **\*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](http://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. ( 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.  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](http://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](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**PRIMARY - RANDY MULLER – INFORMATION TECHNOLOGY –**  
**636 797 6038**

**ALTERNATE - RALPH KUDRAK – INFORMATION TECHNOLOGY –**  
**636 797 5592**

## **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](mailto: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

### **Employee Alert System**

<b>Vendor specifications:</b>		
<b>Service Level Agreement</b>  The vendor must sign a Service Level Agreement (SLA) directly with Jefferson County assigning dedicated vendor resources.  Service Level Agreements between Jefferson County and Vendor will include metrics for response time and message delivery.  Provide a copy of your standard SLA.  <b>Vendor SLA with third-party vendor infrastructure providers will not be considered an acceptable substitute.</b>		
The vendor maintains all infrastructure aspects of the system.		
The vendor must provide a “touchless upload” process that does not require integration with Vendor APIs. This upload process must be able to automatically upload contact information at pre-scheduled intervals without requiring manual intervention.		
Database capacity and phone ports are <b>NOT</b> purchased by the customer and usage and performance are managed by the vendor.		
<b>Security:</b>		
The system must have the ability to maintain privacy of all contact information through access control where only administrators with appropriate rights can view or update recipient and contact information.		
The system must have the ability to allow selected recipients to add or modify individual’s contact information.		

The system must have the ability for an administrator to set the default order of devices used to notify recipients, but also allow users to override the order if they have appropriate rights to do so.		
<p>The system administrators must have the ability to create groupings of recipients.</p> <p>For example, by team, department, division, or building.</p>		
System must adhere to a “defense in-depth” approach to ensure application and infrastructure security.		
The system must be SSAE16 compliant.		
<p>All network and application servers must be “locked down” with no extraneous services running on them.</p> <p>Describe your network security.</p>		
<p>The system must have security to prevent inappropriate use and to maintain data privacy.</p> <p>This includes login/password authentication on the telephone and on the web.</p>		
<p>SSL must be used to transmit data across the internet.</p> <p>Describe your transmission security.</p>		
<p>Key data must be encrypted in the database.</p> <p>Describe your database security and encryption practices and techniques.</p>		
<p>The application must regularly undergo a security audit.</p> <p>Upon request Vendor must be willing to provide the most recent security audit/test report.</p>		
<p>Vendor employees with access to any customer data facility must have undergone comprehensive background investigations.</p> <p>Describe the investigation processes your company has completed.</p>		

<b>General System Specifications:</b>	<b>Y/N</b>	<b>Comments</b>
The system must be offered as a Software as a service, SaaS platform.		
No hardware is required beyond existing PC workstations with Microsoft OS: Windows 2000 – Windows 2010 must all be supported		
Separate installation of software and hardware is not required.		
Microsoft Internet Explorer 6.0 or later, Firefox, and Google Chrome must be supported browsers.  Please specify if you do not support one of these browsers.		
Set up must be fast and easy		
Upgrades and enhancements are provided seamlessly at no additional cost.		
There are no limits to the number of users who simultaneously access the system		
There are no limits to the number of administrators who can simultaneously access the system.		
There must <b>NOT</b> be any ‘fail-over’ time when Jefferson County would be unable to access the notification system if a data center becomes unavailable.		
The system must have the capability to initiate <b>AT LEAST</b> 2,000 30-second local or long-distance voice messages per hour.		
The system must have the ability to send multiple notifications at the same time to the same or different recipients.		
The system must be scalable to accommodate additional recipients’ contact information on-demand.		
The system must have the ability to prioritize <i>emergency</i>		

notifications over <i>standard</i> notifications in the message delivery queue.		
The system must be able to support at least ten (10) different communication path types per recipient, including all voice path types, email, text message, fax, pager, PC, and instant message.		
The system must have the ability to initiate and deliver notifications 24x7x365 with <b>AT LEAST 99.99% availability.</b>		
The system must run on a robust, high transaction volume database (e.g., Oracle) that can handle large volumes of data used for transmissions of notifications during an emergency.		
The system must have a ‘quick-launch’ feature that allows a user to initiate a notification from a single screen after logging in to the system.		
The system must be accessible for launching a notification using an iPad, iPhone, Android, PC, and Windows Mobile devices.		
The system must have the ability to add or edit recipient and contact information directly within the system.		
The system must have the ability to import all or some contact information from an existing database through a regularly scheduled process.		
The system must have the ability to add or change all or some contact data through an imported file.		
The system must have the ability to export existing recipient and contact information to Excel or a csv file.		
The system must have the ability to send a notification to a list of recipients from a spreadsheet or a database output file “on-the-fly” without storing the recipient’s contact information in the database.		
The system must have the ability to upload group and escalation information along with contact information.		

<p>The system must have the ability to notify recipients via:</p> <ul style="list-style-type: none"> <li>1. Phone (landline, mobile, satellite)</li> <li>BlackBerry</li> <li>PDA</li> <li>1-way and 2-way SMS text message</li> <li>Instant message</li> <li>Email</li> <li>Fax</li> <li>TDD / TTY</li> <li>PC</li> </ul> <p>Please note any exceptions to the above.</p>		
<p>The system must have the ability to send native SMS text messages using both SMS over SMPP and SMS over SMTP.</p>		
<p>The system must allow the notification initiator to select from two different device contact sequences depending on whether an emergency notification or a standard notification is sent.</p>		
<p>The system must have the ability to customize the greeting that precedes a message delivered by voice.</p>		
<p>The system must have the ability to receive confirmations on all of the contact devices.</p> <ul style="list-style-type: none"> <li>Phone (landline, mobile, satellite)</li> <li>BlackBerry</li> <li>PDA</li> <li>1-way and 2-way SMS text message</li> <li>Instant message</li> <li>Email</li> <li>Fax</li> <li>TDD / TTY</li> <li>PC</li> </ul>		
<p>The system must have the ability to store and use at least ten (10) different contact numbers / addresses for each recipient.</p>		
<p>The system must have the ability to sequence the contact</p>		

devices/paths so that a recipient's devices are attempted in a prescribed order.		
The system must have the ability to notify those with special needs through TDD/TTY.		
Either globally, or on a message by message basis, the system must have the ability to allow the notification initiator to customize the telephone number displayed (caller ID) for voice notifications and the email addresses for text notifications.		
The system must have the ability to override call-blocking.		
The system must have the ability for a recipient to be a member of any number of groups.		
The system must have the ability to identify one or more "group leaders" for any particular group.		
The system must have the ability to assign multiple administrators complete access to all functions and user data.		
The system must have the ability to initiate a notification on any PC with a browser through a secure SSL website.		
The system must be able to interrupt a PC session with the notification.		
The system must have the ability to initiate a notification 24x7x365 via an automated telephone system / IVR (Interactive Voice Response) system where callers are guided through the process of sending a notification through a series of telephone key-presses.		
Vendor must provide 24x7x365 message initiation assistance with dedicated live operators via a toll-free number.		
The system must have a "quick-launch" feature that allows a user to initiate a notification from a single screen after logging in to the system.		
The system must be accessible for launching a		

notification using a BlackBerry, Palm Treo, Android, or Windows Mobile device.		
The system must have the ability to send a single notification to combinations of individual recipients and pre-defined groups of recipients where each individual recipient within the group has their own information.		
The system must have the ability to set up user-defined fields in the profiles of notification recipients.		
The system must have the ability to select notification recipients based on <u>user-defined</u> fields (e.g., to send the notification to recipients in a particular location or with a particular skill).		
The system must have the ability to record a message directly from a message-creation page using a telephone.		
The system must have the ability to send both a recorded message and a text message in a single notification to all recipients for delivery to appropriate devices.		
The system must have the ability to select a file containing a recorded message for inclusion in a notification.		
The system must have the ability to enter a message in text and have it converted to speech (i.e., “text-to-speech” conversion) for delivery to appropriate devices.		
The system must have the ability to create and save pre-recorded voice and text messages for later use in notifications.		
The system must have the ability to attach and send documents to a text-based device.		
The system must have the ability to attach a file to a notification and have it sent to a facsimile (fax) machine.		
The system must have the ability to provide a library of message maps to incorporate into notifications.  Please list available message libraries and number of available maps for each: (e.g. pandemics, earthquakes, hurricanes, etc.)		

The system must have the ability to request as many redial attempts as required, varying by notification.		
The system must have the ability to require a delivery confirmation (or not).		
The system must have the ability to require recipients to enter a PIN to authenticate their identity before a message is delivered.		
The system must have the ability to set up recurring notifications.		
The system must have the ability to escalate notifications when the intended recipient has not confirmed receipt of a notification (with at least three levels of person-to-person escalation).		
The system must have a “one-click” capability to re-send a notification to only those who did not respond to the original notification.		
The system must have the ability to select a subset of the available device types for delivery of a particular notification.		
The system must have the ability to schedule any type of notification to be sent at a future date and time.		
The system must have the ability to pre-determine the duration of the notification (i.e., the length of time for which deliveries will be attempted).		
The system must have the ability to select the number of delivery attempts through all recipient paths.		
The system must have the ability to distinguish when a live recipient is reached vs. when an answering machine or voicemail has been reached on voice-delivered devices.		
The system must have the ability to leave a message when a voice-delivered message reaches an answering machine or voicemail.		
The system must have the ability to tailor the message for live-delivery vs. machine delivery (e.g., to provide a toll-free call-in number to respond to machine-delivered notifications).		
The system must have the ability to allow recipients to confirm a notification via a key press on voice-delivery devices such as telephones.		

Message recipients must be able to confirm a notification via email or text message.		
The system must have the ability to send “polling” notifications where a recipient is asked to respond to a question or series of questions.		
The system must have the ability to record or convert text-entered polling responses to speech. For example, if the possible responses are 1 o’clock, 2 o’clock, or 3 o’clock, these responses can be recorded or entered in text that is converted to speech.		
The system must have the ability to actively “call transfer” notification recipients to a different phone number based upon their message response.		
The system must have the ability to request and collect additional numeric information from notification recipients during the polling process (e.g., dates, phone numbers, times, other numeric information)		
The system must have the ability to record a message which intended recipients can access by calling a toll-free number.		
The system must have the ability to access a customized call tree for callers to navigate pre-determined options to retrieve posted messages.		
The system must have the ability to pre-position a set of notifications each with pre-set recipients and pre-recorded messages that relate to a single situation or scenario.		
<b>Conference Calling:</b>		
The system must have the ability to automatically transfer notification recipients directly into a live conference bridge without requiring them to dial an additional phone number or an access code.		
The system must have the ability to allow notification recipients to automatically join a conference call.		
The system must have the ability to provide the recipient with the phone number and access code for the conference bridge via voicemail when a conference notification is delivered to a phone device that is not answered.		

The system must have the ability to provide the recipient with the phone number and access code for the conference bridge via e-mail or text message when a conference notification is delivered to a text device or through e-mail.		
The system must have the ability to schedule a conference notification so that it is delivered in the future.		
The system must have the ability to send a reminder to recipient's minutes, hours, or days before a scheduled conference notification/call.		
The system must have the ability to use the company's internal conference bridge or other conference bridge for conference notifications.		
The system must have the ability to set up "quota notifications" that end after a pre-determined number of confirmations are received.		
The system must have the ability to automatically contact those who confirm <b>after</b> the quota is reached to inform them that they are no longer needed.		
<b>Reports:</b>		
<p>The system must provide a real-time dashboard for each active notification broadcast allowing users to perform functions by simply clicking on links and buttons to:</p> <ul style="list-style-type: none"> <li>• See status of broadcast results without manually refreshing the page</li> <li>• See confirmations and responses in real-time</li> <li>• Re-send notification to unconfirmed recipients</li> <li>• Stop a broadcast</li> <li>• Print broadcast results</li> <li>• View broadcast parameters (e.g., devices, start time, duration, number of cycles, type of notification)</li> </ul>		
The system must have the ability to view history of notification results.		
Notification broadcast results reports must contain the following information:		
<ol style="list-style-type: none"> <li>1. Name of the notification</li> <li>2. Date and time of the notification broadcast</li> <li>3. Name of the person who initiated the broadcast</li> </ol>		

<p>4. Number of redial attempts requested by initiator</p> <p>5. Summary statistics including total recipients, total confirming receipt/not confirming receipt, %confirming/not confirming receipt. If a polling notification, a total for each response.</p> <p>6. Detailed calling information including call-result of each attempt within the broadcast including the addresses and associated phone numbers attempted, the attempt number (if multiple attempts/re-dials are requested) and the result:</p> <p>Confirmed (with date and time)</p> <p>Busy</p> <p>No answer</p> <p>Voicemail</p> <p>Please note any exceptions to the above.</p>		
<p>The system must have the ability to view notification results by either confirmed or non-confirmed responses or both.</p>		
<p>The system must have the ability to capture and view “polled” responses whether they are selected responses (e.g., press 1 for yes; press 2 for no) or an informational response to a polling question (e.g., a phone number, a date, or a quantity).</p>		
<p>The system must have the ability to produce ad-hoc reports using all application data, including recipient information, group information, broadcast summary, and broadcast/notification information.</p>		
<p>The ad-hoc reporting capability must have the ability to view multiple notifications in one report.</p>		
<p>The system must have the ability to use ad-hoc filters and sort on user-selected data fields.</p>		
<p>The system must have the ability to track and report on user-defined fields (such as division or building location).</p>		
<p>The system must have the ability to export all ad-hoc report data in CSV, HTML, or PDF format.</p>		

<b>Support</b>		
Online documentation must be provided and be understandable by non-technical users.		
Customer service and message initiation assistance must be staffed with live support staff at all times and available 24x7x365 for all calls.		
Both initial and follow-up training must be available.  Describe available training options.		

**Total Cost of the system \$** \_\_\_\_\_

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

**County of Jefferson, State of Missouri**

**Company Name**

**Signature**

**Kenneth B. Waller County Executive**

**Print**

**Company Address:** \_\_\_\_\_

  

---

---

**Phone:** \_\_\_\_\_

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

**County Auditor**

**APPROVED AS TO FORM**

**County Counselor**

## COOPERATIVE BID FORM

**Bid Name:** \_\_\_\_\_

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

### **COOPERATIVE PROCUREMENT CONTRACT**

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

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

**Yes**  **No**

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

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

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

**MINIMUM DOLLAR VALUE PER ORDER:** \$ \_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

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