

0418

INTRODUCED BY: COUNCIL MEMBER (s) Bichowski

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR FULL BODY SCANNER 2018; AND AUTHORIZATION FOR**
5 **THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS**
6 **OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
7 **PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 **BID NAME**

12 Full Body Scanner 2018

13 **NUMBER OF BIDS RECEIVED**

14 2

15 DATE OF BID OPENING

16 8-14-2018

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of the Sheriff has determined that certain bids and proposals represent the best

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RANDY B. HOLMAN
COUNTY CLERK, JEFFERSON COUNTY, MO

1 bid for the respective items or services and met the bid or proposal specifications issued by
2 the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to OD Security North America for a lease
5 term of three (3) years from date of approval of the lease for **up to \$53,000.00 per year**,
6 **for total amount not to exceed \$53,000.00 per year**, subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
8 **AS FOLLOWS:**

9 Section 1. The County awards the following bids and proposals which are
10 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
11 bidding for each respective item or service as follows:

12 BID NAME

13 Full Body Scanner 2018

14 TERM

15 Three (3) years commencing upon date of approval of the lease
16 for three (3) annual lease payments of \$43,505.00 with option to purchase
17 and upgrade to SOTER RS Dual View/Second Monitor for \$18,750.00
18 to be allocated across the annual lease payments

19 Upon approval by the County Council and County Executive

20 AMOUNT

21 **Up to \$53,000.00 per year,**

22 **for total amount not to exceed \$53,000.00 per year,**

subject to budgetary limitations

AWARDED BIDDER

OD Security North America

4 The Jefferson County, Missouri, Council hereby authorizes the County Executive
5 to execute the agreement attached hereto and incorporated herein by Reference as Exhibit
6 “A” and any agreements or contracts necessary to effectuate the award of the bids and
7 proposals set forth in this Ordinance. The County Executive is further authorized to take
8 any and all actions necessary to carry out the intent of this Ordinance.

9 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
10 thereto, and any contracts or agreements shall be maintained by the Department of the
11 County Clerk consistent with the rules and procedures for the maintenance and retention
12 of records as promulgated by the Secretary of State.

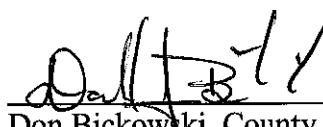
13 Section 4. This Ordinance shall be in full force and effect from and after its
14 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
15 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Abstain</u>
Council Member District 5, Daniel C. Darian	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 9th DAY OF October, 2018:

✓ PASSED FAILED


Don Bickowski, County Council Chair


Pat Schlette, Council Administrative Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15TH DAY OF OCTOBER 2018.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2018.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

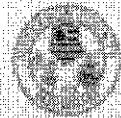
ATTEST:

Randy B. Holman

Randy B. Holman, County Clerk

BY: *Katherine E. Mixey*

Reading Date: 10-09-2018



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST. PO BOX 100
100 LSBCB# MO 63056
573-797-5380

PENGAD 800-651-6666

EXHIBIT

A

BID # 18-102

Request for Proposal: FULL BODY SCANNER 2018 **Date Issued: 7-13-2018**

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 14, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

CAPTAIN ANDY SIDES
Jefferson County Sheriff's Office
636-797-5380
asides@jcojmo.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	
RECEIVED RECEIVED BY MAIL RECEIVED BY FAX	DEPARTMENT OF THE COUNTY CLERK JEFFERSON COUNTY MISSOURI 729 MAPLE ST/PO BOX 100 HILLSBORO MO 63056-0100
SIGNED PROPOSAL THIS DAY OF 7/13/2018	

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 that agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement in 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.

DO READING, J. 14, 2018	DO READING, J. 14, 2018
Company Name	Authorized Agent (Print)
2462 W. 100th Street, Suite 100	Signature
Address	
City/State/Zip Code	Date
Contract #	Date
Complaint #	Date
Contract #	Date
Overall	Date

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REQUIRED DOCUMENTS

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

***BIDS MAY BE 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

"BINDER'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 Bidding 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 185.310 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 185.323 to 185.355 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 rule as Vendor. If any part of the work is subcontracted, each subcontractor shall comply with the prevailing wage specification. No contractor shall knowingly employ, hire for employment, or contract to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and previous documentation, affirm their enrollment and participation in a federal work participation 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 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 agencies and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or funds in exact amount or any other term or condition that is not in accordance shall result in the bid being rejected.

C. BASIS OF PROPOSAL AWARD.

Award may be made on an item-to-item basis to the lowest and best proposals received may be made to the lowest and best proposal that, whenever it is in the best interest of the County. County may reject any or all proposals for any reason and may waive any requirement. 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 Council, 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 item all proposals will be deemed rejected.

D. PROPOSAL PREPARATION.

1. Vendors are responsible for preparation 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 omissions shall be initialled.
3. Alternative 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 finely prepared and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as bid rejected.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

Proposals may be modified or withdrawn prior to the closing time 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 modifications no later than 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/SECURITIES.

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

REFERENCES AND NOTES

APPENDIX: PROPOSAL 2

Where required, vendors must submit complete specifications on all equipment proposals which are presented. Incomplete specifications may be rejected. Alterations proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals, whenever it is most advantageous to the County.

ENCODING OF DOCUMENTS

The terms of the proposed invitation, proposed specifications, proposed form, any and shall be incorporated into the contract as a part thereof. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract of Agreement with Jefferson County, Missouri, subject to any further Amendment(s), Memoranda or other documents or specifications which shall be set forth in writing and signed by all parties.

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Additional to proposed specifications are incorporated by reference as U. S. Army Corps of Engineers' "Standard Specifications for Construction of Dams and Dike Structures" and "Standard Specifications for Construction of Waterworks and Irrigation Works".

INSTANCES

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed 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 its 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 is by himself, his employees, agents, or by anyone for whose acts any of them may be liable. Having such work coverage by the Contractor is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workers' compensation insurance, with full coverage to the County, and in insurance 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 injured person from any and all claims for injury and damage resulting by an accident on the part of the Vendor/Contractor or his agents 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 cancellations. Any disputes regarding a breach of insurance amounts, liability coverage, loss 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 INSURANCE COVENANT IS CLEARED AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING
THE INSURANCE COVENANT MET THE PREVDED WITH EACH INSURANCE CONTRACT MUST BE ADDDED
AS AN ATTACHED PAPER WITH AWARD OF THE RFI. ANY LATE INSURANCE CERTIFICATE
CANCELLATION, THEREFORE THE CONTRACTOR OR SUBCONTRACTOR MUST THE TIME OF
SUBMISSION OF THE RFI, PROVIDE THE CONTRACTOR WITH A COPY OF THE INSURANCE

11. *Leucosia* (Leucosia) *leucostoma* (Fabricius) (Fig. 11)

¹⁰ See, for example, the discussion of the 1992 Constitutional Convention in the *Constitutional Convention of 1992: The Final Report* (1993).

The Purchaser's maximum shall not exceed \$10,000,000 of Prepaid Capital by Purchaser, which shall consist of cash, bank and/or cash, market value and/or in-kind of the options of the Yankee Certificate in full, plus the sum of all Capital during the life of the Contract. The maximum amount of cash will be \$1,000,000. Should any part of the contracted sum exceed \$10,000,000

在本章中，我們將會學習如何在 Python 中實現一個簡單的卷積神經網絡（Convolutional Neural Network, CNN）。

1228-1230. *Journal of the Royal Society of Medicine* 1998; 91: 1228-1230

The Missouri Construction of the Construction industry, small restaurants and bars in front of this Contract must work in a non-disruptive manner. Details are required for the conduct of the firm's business and employees. Fines may even result in loss of more than \$500.00.

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 website address, public review at the time of the proposal opening. Proposal tabulations are posted on the County's website address, public review at the time of the proposal opening. **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, Bid and Proposal Specifications.
2. The vendor is not deemed 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 certified affidavit stating that the applicant does not own or real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://www.jeffersoncountymo.org> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County or company between

Section 138.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0311) 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 or personal property taxes shall be paid, in full, prior to the award of any bid. Jefferson County considers dues not owing 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 timely pay thereof, and 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 OF TERMINATION:

1. The price in the proposal shall be independently determined, without consultation, communication, or agreement, for the purpose of ascertaining compensation to any vendor relating to price, with any vendor or other person.
2. Unless otherwise required by law, the price shall not have been previously disclosed by the Vendor prior to opening, or
3. No offer 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 prices 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 same or lower cost bidder. 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, the 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 certifies that the goods provided comply with Section 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The law 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.

SYNTHETIC POLY(AMINO ACID)

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

11. INSPECTION, ACCEPTANCE AND APPROVALS

Goods shall at all times and places, including the port of manufacture, be subject to inspection and test by County. County accepts 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 inspection or approval. 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 notification in price for rejected goods. Supplier shall identify manufactured goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

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POLYMER LETTERS

Buyer will pay Seller for goods upon delivery in full payment of all sums due, including, but not limited to, the amount of reasonable charges for materials or services furnished without a purchase order. Price is net ex-works.

K. CHANG, ORVILLE

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the time required for the performance of any part of the work, whether changed or not changed by my such order, an adjustment shall be made in the price or delivery schedule of 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 any claim asserted at any time prior to final payment.

INTRODUCTION

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal or contract or otherwise, the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination of agreement with the "terminating" client. Deliveries due to be made at location is specified by the Client at time of Order.

III. RESPONSIBILITY FOR SUPPLIES

Particular to Section 360.360 RSMo. Supplier/Contractor shall employ only Missouri laborers and mechanics from nonresident states except that other laborers may be used when Missouri laborers or mechanics from nonresident 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.

SERVICES CONTRACT

Supplier shall not raise into any subcontract(s) in excess of \$15,000 or 20% of this contract price, whichever is less, to and without Customer's prior written approval.

CHOICE OF LAW

This provision and any other shall be governed and interpreted according to the laws of the State of Montana, which shall be in Jefferson County, Montana.

TERMINATION

1. **General.** Performance of work may be terminated by the County at whole, or from time to time in part, as provided in this paragraph. Such decision is in the best interests of County. Termination shall be effected 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 3, 3, or 4 of this paragraph, County shall have the right to set such notice within thirty (30) days. If no notice is delivered within the thirty (30) days 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 1354(b) 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 owe 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 remains 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 if Supplier fails to perform any of the other provisions of the contract, or if 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 one (1) day 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 fire, 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.
 - b. 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 as provided by law.

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SEARCH AND SERVICE THROUGH

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

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Performance shall be measured solely by the terms and conditions set forth in the Request for Proposal, Proposal Specification, 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 Customer for any goods furnished.

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COMPLIANCE WITH APPLICABLE LAW

Supplier warrants a box complies with all applicable laws, rules and ordinances of the United States, ~~including but not limited to any~~ 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.

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No party shall be liable for delay, nor demands due to acts or omissions of the public authority, state, or any other governmental actions of any kind or any other causes of a similar character beyond its control, and without its fault or negligence.

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SELLERS' INVESTIGATIONS

Transcript shall contain the following information: Contract number, name, address, telephone number, description of goods or services, place, quantities, unit prices and extended totals. Transcripts for each contract regarding equipment should be retained by the County Attorney for a period of one year.

APPROVALS:
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.

INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Individually | Individual | Partnership | Corporation

Incorporated in the State of MISSOURI

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 final courts of the United States Court of Appeals of the State of Missouri-Hanford, Missouri.

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.JEFFECOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION
CONTACT**

**CAPTAIN ANDY SIDES – JEFFERSON COUNTY SHERIFF'S OFFICE
636-797-5538**

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.515, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now John Smith (Name of Business Entity Authorized Representative) as
(Position/Title) first being duly sworn on my oath, affirm
John Smith (Business Entity Name) is enrolled and will continue to participate in the
I-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 Project Alpha,
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,
if awarded in accordance with subsection 2 of section 285.510, RSMo. I also affirm that
John Smith (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 statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorised Representatives

Printed Name

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Subscribed and sworn to before me this

of *Salvia* and *Im-*

...and shall be in every office within the County of

1920-21. 1921-22. 1922-23. 1923-24.

IN CALIFORNIA
(NAME OF STATE)

SCHOLASTIC TESTS

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Request for Periods

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AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that **CVS SKILL CENTER** (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.

John Williams

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

CVS SKILL CENTER

Business Entity Name

10/17/2017

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: www.dhs.gov/e-verify); Phone: 888-464-4218; Email: e-verify@doj.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).



Jefferson County
Department of Administrative Services
729 Maple Street
Hillsboro
Missouri 63050

July 23rd 2018

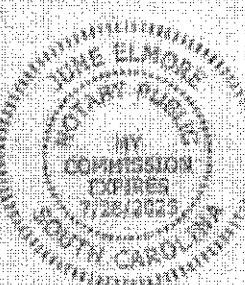
Re: RFP Full Body Scanner 2018

Dear Sirs

I can confirm that neither OD Security North America LLC nor its Officers own any real estate or personal property in Jefferson County, Missouri.

Yours faithfully

**John Shannon
President
OD Security North America**



John Elmore
7/23/2018

SPECIFICATIONS

The Jefferson County Sheriff's Office is requesting sealed proposals for the provision of a Full Body Scanner for the use in the Jefferson County Jail. The scanner will be utilized in scanning all detainees prior to entering the Jefferson County Jail, located at 510 1st Street, Hillsboro, MO 63050.

The Jefferson County Jail current average daily population: 320

The terms of this agreement should be an optional one-time purchase and a lease to own option for the equipment, software, installation, training, and warranty.

Selection Criteria

Vendor must have correctional facility experience.

Vendor must have a full body scanner in a correctional facility within the State of Missouri of the size or larger.

The body scanner system must be supplied by the Original Equipment Manufacturer and not a Distributor, Agent, or Sales Channel Partner.

Vendor must have operated under the same legal name for the last three years. Vendors shall include a list of references with their proposals, indicating facility locations, name, and telephone number of facility contact person.

The Vendor's Preliminary Transition Plan. Submitted proposals will be reviewed by staff members from the Jefferson County Sheriff's Office. Vendors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods and all other relevant factors. Jefferson County reserves the right to select a bidder based on the quality of the proposal, not necessarily the lowest bidder.

Qualifications of Bidders

Scope of Services

The body scanner shall have the ability to detect objects concealed within clothing and inside the body cavity.

The body scanner must be an open frame design without a portal frame, archway, or cabinet where line of site is not compromised.

Radiation must only be emitted during the scanning process without the need for a mechanical shutter device.

The body scanner shall provide six (6) independent imaging techniques and imaging shall not exceed 0.25 uSv.

The body scanner shall have an internal hard drive with the ability to archive images on a remote server.

The body scanner shall self-calibrate before each scan.

The unit shall be equipped with a battery backup for an uninterrupted power supply.

The unit shall be equipped with two emergency stop buttons, one on the console and one on the system.

The unit system's power must operate 220v/110v, 50Hz/60Hz, and 2Kw internal step up transformer.

The system must incorporate a dosimeter to measure and record effective dose per scan.

The unit shall be able to incorporate bar code scanners, fingerprint readers, RFID scanners or photo ID scanners to auto populate the identification data of the person being scanned.

The body scanner platform shall be made of aluminum/stainless steel certified to 650 pounds.

The X-Ray generator and Collimator must be fully housed within an integrated lead lined frame for safety purposes.

The body scanner should have the capability to be remotely accessed for troubleshooting and diagnostic purposes.

The body scanner monitor must offer touch screen capability. A Wi-Fi connectivity to the Operator monitor must also be available.

The system must be designed as a high-resolution system.

The unit programming should have the capability to provide separate passwords for the servicing, daily operations, and system administrators without the assistance of a service engineer.

The unit programming should have the capability to save images in JPG and MP3 formats, allowing images to be copied to thumb drives and printed.

The unit programming shall have the capability to retrieve every inmate scanned in a single daily folder with unique retrievable numbers.

The unit programming shall have the capability to electronically stamp all scans completed with the time, date, operator/ user name, and a unique scan sequence number.

The unit programming shall have the capability to provide comprehensive image review to include: The ability to magnify the image using the mouse or similar, multiple preset viewing densities, regional "spy glass", image polarity inversions, image color scans, image color density filters, paring, zooming, auto filtering, split screen comparisons, saved training scans, annotate and highlighted contraband on all saved images.

The unit must be programmed with safety hardware not to allow inmate imaging to exceed the annual 250 uSv American National Safety Institute (ANSI) regulations.

The vendor must provide five copies of independent radiation Dose Testing Reports, from other installations in 2017-2018, performed by State Registered Radiation Physicists indicating the radiation emitted by their System in normal scanning operation and indicating the recommended radiation safety zone requirements and specific shielding requirements.

Training/ Support

The successful contractor shall support and supply privacy software Prison Rape Elimination Act "PREA" for privacy areas for both male and female staff, arrestees and inmates.

The successful contractor shall provide Bureau of Prisons (BOP) National Institute of Justice (NIJ) certified and documented application training and Basic Radiation Safety Class (BRSCL) for employees and operators.

The successful contractor shall provide a minimum of three (3) days on-site training by the American Registered Radiologic Technologist (ARRT) certified trainer.

The successful contractor shall provide a "Train the Trainer" program for future trainers.

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment and shall be included in the unit cost.

Operations manual	2 Copies
Parts manual	2 Copies
Repair Manual	2 Copies

The proposal shall include all costs of packaging, transport, delivery, unloading and set-up of all equipment to 510 First Street, Hillsboro, MO 63036.

Delivery shall be guaranteed within 30 days from receipt of the purchase order and coordinated with the Sheriff or his designee.

Warranty

The successful contractor shall fully warranty all equipment against defect in materials and workmanship for one year from date of acceptance by the Jefferson County Sheriff's Office. Should any defect in materials or workmanship appear during the above stated warranty period, the successful contractor shall repair or replace same at no cost to Jefferson County. The contractor shall be provided written notice of the repair. The contractor shall be responsible for either repairing the equipment on-site or transporting the equipment to their repair facility at no cost to Jefferson County, Missouri.

Total proposed cost of Full Body Scanner \$ 118,110.00

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as
of this 12 day of July, 2018:

OD SECURITY NORTH AMERICA

Company Name



Signature

John SHANNON

Print

Company Address: 2653 DANIEL

ISLAND DRIVE, DANIEL ISLAND,
SC 29492

Phone: 1-864-99-SOTER

County of Jefferson, State of Missouri



Kenneth B. Waller County Executive

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, in 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

Acting Deputy Counselor
County Counselor

COOPERATIVE BID FORM

Bid Name: SAI LM GROUP 2-3

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 co-operating supply contract in accordance with Chapter 130, Section 130.020, R.S., 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 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: \$ 100.00

BY: John S. Schmitz

TITLE: RES. DCA

COMPANY: SAI LM GROUP 2-3

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (314) 771-0311

E-mail John.Schmitz@sailemgroup.com

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

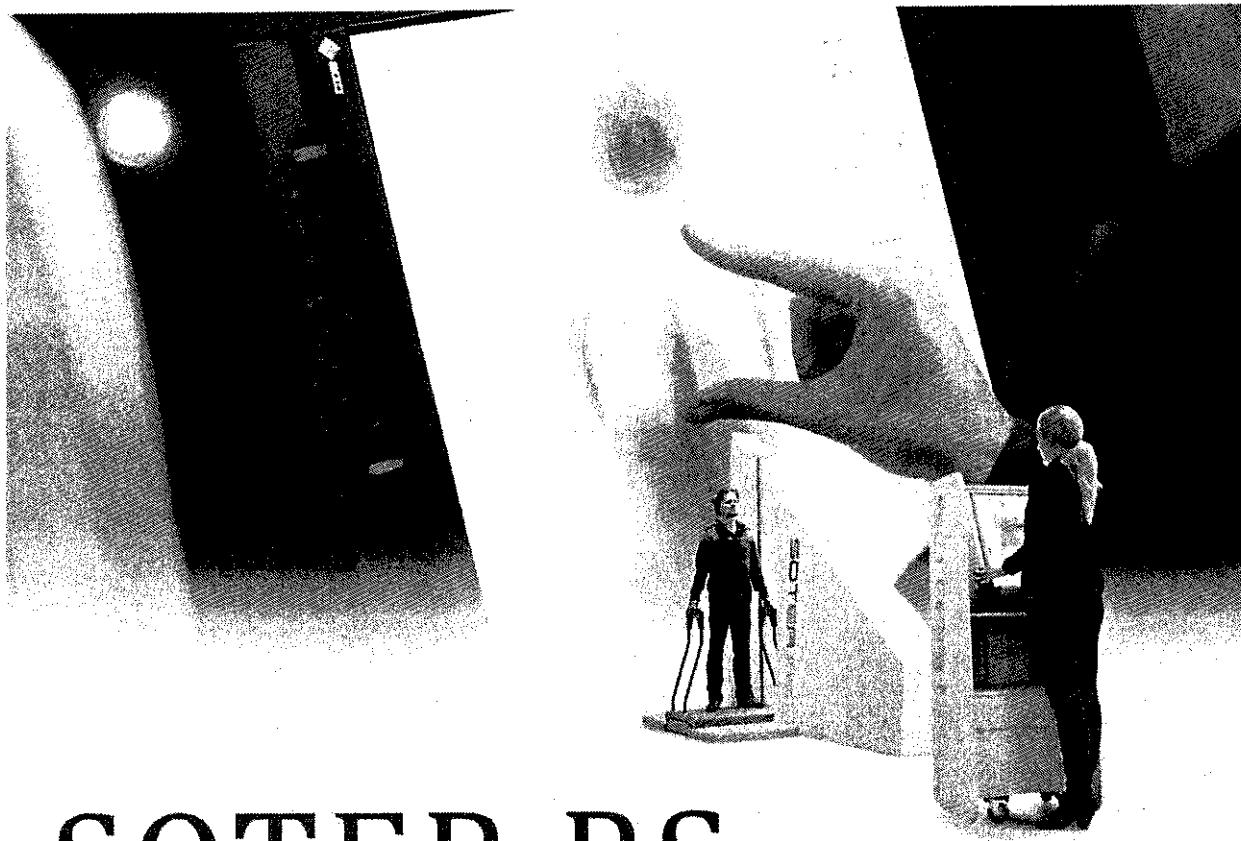
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT *Christina White NAME: PHONE (520)571-1900 (A/C, No, Ext): E-MAIL christina-white@leavitt.com ADDRESS:
Koty-Leavitt Insurance Agency, Inc. 6992 E. Broadway Blvd		FAX (A/C, No): (520)571-9667
Tucson AZ 85710-2803		INSURER(S) AFFORDING COVERAGE NAIC #
INSURED		INSURER A:Granite State Insurance 23809
OD Security North America, LLC 2453 Daniel Island Drive		INSURER B:National Union Fire Ins Co PA 019445
Daniel Island SC 29492		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES		CERTIFICATE NUMBER:18-19 Annual Certificates			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY			02LX024057918-4	4/14/2018	4/14/2019	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							
OTHER:							
A	AUTOMOBILE LIABILITY			02CA069969080-1	4/14/2018	4/14/2019	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000
	ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			29UD042865443-4	4/14/2018	4/14/2019	BODILY INJURY (Per accident) \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
Y/N <input type="checkbox"/> N/A							
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER		CANCELLATION	
OD Security North America, LLC 2453 Daniel Island Drive Daniel Island, SC 29492		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	
		D Schneider (KL)/CAZH	

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SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

Jefferson County Sheriff's Office Updated Commercial Proposal

PREPARED BY



John Shannon
OD Security North America
2453 Daniel Island Drive,
Daniel Island, South Carolina 29492

PROPOSAL DATE
September 21, 2018

Commercial Proposal

Delivered, installed and calibrated (F.O.B Destination) – Jefferson County Jail, 510n1st Street, Hillsboro, MO 63050

Option 1 – Outright Purchase

1 x SOTER RS Full Body Security Scanning System

Capital Cost \$118,750

Option 2 – Lease with Option to Purchase

1 x SOTER RS Full Body Security Scanning System

84 Monthly Lease Payments x \$1,750

Underwriting provided by Government Capital Corporation

Option 3 – Lease with Option to Purchase

1 x SOTER RS Full Body Security Scanning System

2 Annual Lease Payments x \$64,065

Underwriting provided by Government Capital Corporation

Option 4 – Lease with Option to Purchase

1 x SOTER RS Full Body Security Scanning System

3 Annual Lease Payments x \$43,505

Underwriting provided by Government Capital Corporation

Proposal includes - Shipping, Installation, Calibration and Testing, Operator and Administrator Training, **4-years Full Manufacturer's Warranty** (parts and labor, to include time and travel associated with servicing and maintenance)

Delivery and installation – 30 days after receipt of Contract Deposit/Purchase Order

Proposal includes (for the operational life of the System) –

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk

- Same day Technical/Engineering Support (Jefferson County based Technicians)
- Bi-annual System re-calibration and Annual State Certification
- All software upgrades through-out term of contract
- Provision of Random Scanning Software Upgrade
- Provision of Biometric Hardware/Software Upgrade
- Provision of PREA Compliant Software Upgrade
- Provision of 1 x SOTER RS Handheld Tablet

Additional Features

1. Provision of **Extended Full Manufacturer's Warranty** (Maintenance/Service) Contract (parts and labor and including time and travel) year 5 onwards

\$8,750 annually, payable in advance

2. Additional SOTER RS Handheld Tablet (mobile device)

Unit Cost -

Hardware - 1 x Dell Latitude 2 in 1, 7275 (12.5") (3840x2160) Touch - \$2,139 (one-off)

Software - SOTER RS Operator Interphase (OI) Software (Annual Software License) - \$2,400 annually, payable in advance

3. Upgrade to SOTER RS Dual View/Second Monitor (at any stage during contract)

Our System is upgradable from Single View to Dual View capability with unrivalled detection capacity – 44AWG Full Body and 44AWG Torso.

Upgrade cost - \$18,750

Terms remain valid ten (10) business days following September 21st 2018