

0231

INTRODUCED BY: COUNCIL MEMBER (s) Kenter

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 LEGAL SERVICES - SHERIFF 2019; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND 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 Legal Services - Sheriff 2019

13 NUMBER OF BIDS RECEIVED

14

15 DATE OF BID OPENING

16 3-19-2019

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

FILED

APR 12 2019

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KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

Jefferson County, Missouri
Contract# 19-0023

1 lowest and best bid for the respective items or services and met the bid or proposal
2 specifications issued by 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 Harness Law Office, LLC for a term from
5 Legal Services - Sheriff 2019 upon approval by the County Council and County Executive
6 **for up to \$60,000.00 per term, for total amount not to exceed \$60,000.00 for the term,**
7 subject to budgetary limitations.

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

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

13 BID NAME

14 Legal Services - Sheriff 2019

15 TERM

16 Legal Services - Sheriff 2019

17 with two (2) additional one-year renewal options

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 **Up to \$60,000.00 per term,**

21 **for total amount not to exceed \$60,000.00 for the term,**

22 subject to budgetary limitations

AWARDED BIDDER

Harness Law Office, LLC

3 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
4 County Executive to execute the agreement attached hereto and incorporated herein by
5 Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the
6 award of the bids and proposals set forth in this Ordinance. The County Executive is
7 further authorized to take any and all actions necessary to carry out the intent of this
8 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, Brian Haskins	<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>Yes</u>
Council Member District 5, Tracey Perry	<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 8th DAY OF April, 2019:

✓ PASSED FAILED



Charles Groeteke, County Council Chair



Pat Schlette
Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14th DAY OF April, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.

Dennis J. Gannon
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller
Ken Waller, County Clerk
BY: Shalene

Reading Date: 04-08-2019



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

EXHIBIT

A

PENGAD 800-631-6568

BID #: 19-0023

Request for Proposal: LEGAL SERVICES – SHERIFF 2019

Date Issued: 2-15-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MARCH 19, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

LT. COL. TIM WHITENEY
Jefferson County Sheriff's Office
636-797-5528
twhitney@jeffcomo.org

ORIGINAL

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

ORDINANCE
No. 19-0234

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

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

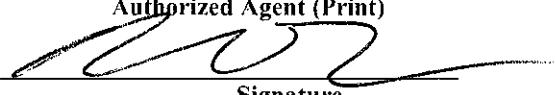
HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

Contract Term:
**ONE YEAR CONTRACT
WITH TWO ONE YEAR
RENEWAL OPTION
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two 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.

Harness Law Office, LLC R. Scott Harness
Company Name Authorized Agent (Print)

703 N Truman Blvd, C27 
Address Signature

Crystal City MO 63019 Manager
City/State/Zip Code Title

636-931-8900 3/15/2019 26-3658715
Telephone # Date Tax ID #

rscott@harnesslawoffice.com 636-931-3899
E-mail Fax #



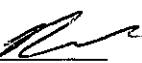
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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 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.

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.

B.

BASIS OF PROPOSAL AWARD:

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

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

C.

PROPOSAL PREPARATION:

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

D.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

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

E.

LATE PROPOSALS:

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

F.

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.

G.

MATERIAL AVAILABILITY:

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

H. ALTERNATE PROPOSALS:

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

I. INCORPORATION OF DOCUMENTS:

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

J. ADDENDA:

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

K. INSURANCE:

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

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

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

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

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

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

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

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

L. PROPOSAL OPENINGS:

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

M. PROPOSAL TABULATIONS:

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

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

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

B. TAXES:

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

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

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly.

Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).

Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

F. NON-EXCLUSIVE AGREEMENT:

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

G. DEFINITIONS:

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

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, be 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 Missouri

X. LITIGATION:

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

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

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

SPECIFICATION
CONTACT

LT. COL. TIM WHITNEY – JEFFERSON COUNTY SHERIFF’S OFFICE
636-797-5528

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 R. Scott Harness (Name of Business Entity Authorized Representative) as Owner / Manager (Position/Title) first being duly sworn on my oath, affirm Harness Law Office, LLC (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 Legal Services, Sheriff (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 Harness Law Office, LLC (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 Legal Services - Sheriff (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

R. Scott Harness
Printed Name

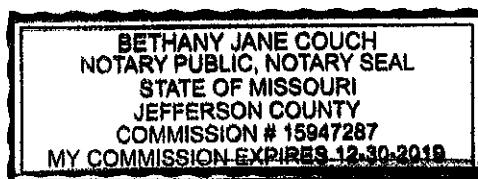
Owner / Manager March 15, 2019
Title Date

Subscribed and sworn to before me this 15th of March, 2019. I am
(DAY) (MONTH, YEAR)

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

Missouri, and my commission expires on December 30, 2019
(NAME OF STATE) (DATE)

Bethany J. Couch 3/15/19
Signature of Notary Date



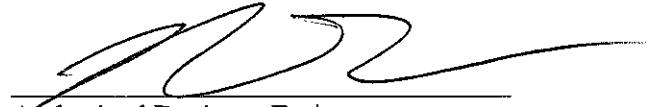
AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Harness Law Office, LLC (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.

R. Scott Harness
Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Harness Law Office, LLC
Business Entity Name

March 15, 2019
Date

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

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

AND

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

SPECIFICATIONS

LEGAL NOTICE

**REQUEST FOR PROPOSAL
SEALED PROPOSAL**

For

REBID LEGAL SERVICES SHERIFF'S DEPARTMENT

For

**JEFFERSON COUNTY, MISSOURI GOVERNMENT
HILLSBORO, MO**

Jefferson County and specifically the Jefferson County Sheriff's Department is seeking proposals for Legal Services for the Sheriff's Department Only. The county reserves the right to terminate the contract for any violation, by the successful vendor, of any term or condition of the contract by giving (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

PROPOSAL SPECIFICATIONS AND SCOPE

One (1) original signed and two (2) additional signed copies of the proposal must be received in a sealed envelope plainly marked "**Legal Services-Sheriff's Department**" with the date and time the proposal is due in the lower left corner of the envelope.

An authorized representative of the individual firm submitting the proposal must sign the proposal in blue ink.

Proposals must be submitted to:

Department of the County Clerk of Jefferson County, 729 Maple Street, Hillsboro, MO 63050 prior to March 19, 2019, 2:00 pm local time.

For this RFP, all proposals received by the County shall remain valid for ninety (90) days following the date of submittal. All proposals received in response to this RFP will become the property of the County.

Jefferson County reserves the right to accept and/ or reject any and all proposals.

PROPOSAL INQUIRIES

Inquiries regarding specifications contained in this request should be submitted in writing via E-mail (preferred) or mail to:

Vickie Pratt
Contracts and Grants Manager
Department of Administrative Services
729 Maple St.
P.O. Box 100
Hillsboro, MO 63050
636-797-6083
vpratt@jeffcomo.org

Dave Marshak
Sheriff
Sheriff's Department Headquarters
400 First Street
Hillsboro, MO 63050
636-797-5000
dmashak@jeffcomo.org

All Questions must be received no later than 3:00 PM on 03/15/2019. Any question received after this deadline may not be answered.

ADDITIONAL TERMS AND REQUIREMENTS

- Jefferson County Reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time the proposals are due.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Jefferson County and must be excluded.
- The initial contract shall be effective for the approximate (12) month period from the date of the notice of award.
- The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Windows. The County does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of the RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- Vendors must submit three (3) signed copies of their proposals; one (1) is to be an original and so marked.
- All pages of the RFP must be initialed by an officer of the Company.
- An authorized officer of the company submitting the proposal must sign all proposals, in blue ink.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposal.
- Jefferson County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.
- The successful consultant is specifically denied the right of using in any form or medium the names of Jefferson County or any other public entity within the Jefferson County Government for public advertising unless express written permission is granted.
- All vendors must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible consultant, or the consultant whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the consultant qualifies his proposal by specific limitations. The proposal can be on an “all or none” basis if wording in the proposal so states and if all items solicited are included in the proposal.
- When applicable, the consultants shall provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

PROPOSAL TERMS AND CONDITIONS

1. PROPOSAL TERMS AND CONDITIONS: The following terms and conditions apply to submitting proposals in response to the Request for Proposal:

- 1.1 **Independent Firm:** The Attorney Firm shall be and operate as an independent Firm in the performance of this Agreement. The Firm shall have complete charge of the personnel engaged in the performance of the service and all persons employed by the Firm shall be employees of said Firm and not employees of the County in any respect.
- 1.2 **Incurred Expenses:** The County is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in the request for Proposals.
- 1.3 **Interviews:** The County reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)
- 1.4 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the County has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to County of Jefferson employees or their family members.
- 1.5 **Information required to be submitted by Offeror:** Each Vendor shall submit the information outlined in the Proposal Requirements, Proposal Form and Contract, and the Specifications and Scope of Work Sections in order for its proposal to be adequately evaluated and considered.

SCOPE OF SERVICES

1 The County of Jefferson, Missouri (the "County") is seeking the services of an experienced professional qualified firm or individual capable of providing certain legal services to the Sheriff of Jefferson County. Said firm or individual shall at all times remain a contractor to the County but must work in consultation with the Office of the County Counselor and keep said Office of the County Counselor apprised of all activities performed under this Agreement.

Definition: "Attorney"

The professional services will include, but not be limited to: Representing the best interests of the Sheriff of Jefferson County as determined by the Sheriff and the County Counselor in regards to certain legal issues that may arise daily in the Sheriff's Department.

2 GENERAL INFORMATION

This Request for Proposal (RFP) has been issued for the sole purpose of establishing a one (1) year contract with a firm capable of providing legal services with an option to renew on an as needed basis every year thereafter. However, this contract will not automatically renew and must be reviewed and renewed, if at all, by agreement of the Sheriff, the County Counselor and as Ordained by the County Council

All proposers must certify that personnel performing services for the County shall be properly licensed with the State of Missouri and in good standing with the Missouri Supreme Court. A Letter of Good Standing from the Missouri Supreme Court must be provided with this contract and on a yearly basis. Furthermore, the Attorney or firm herein shall further comply with all applicable Federal, State, City and Local laws which govern conflict of interests, financial reporting or other similar requirements. Without limiting the foregoing, the successful vendor shall file in a complete and timely manner registrations and reports required by Missouri conflict of interest laws, if applicable.

The Proposer will perform all services hereunder as an independent contractor and **not** as an employee of the County. The successful vendor shall supply their own office equipment, materials, etc., as needed, and shall have sole responsibility for determining the manner in which they perform services hereunder. The County understands and agrees that the successful vendor shall not be subject to supervision by County in the performance of such services, but the vendor agrees that the attorney or representative from the firm selected will, at all times, keep the Sheriff and the County Counselor apprised of all activities being performed under the terms of this Agreement. The County shall not set work schedules, nor shall the Attorney or Attorneys Firm be eligible for coverage under any County benefit plan as a result of this agreement.

The professional legal services provided to the Sheriff and Sheriff's Department will include, but not be limited to:

- 2.1 Review all policies and procedures and liability policies utilized by the Sheriff's Department.
- 2.2 Assist in writing and developing liability policies in consultation with the County Counselor.
- 2.3 Review all training.
- 2.4 Research legal and technical issues and advise the Sheriff and the Department accordingly.
- 2.5 May oversee depositions, assist and consult with the County Counselor on the same as needed.
- 2.6 Relays all information on new lawsuits against the County or Department to the County Counselor for forwarding to MOPERM.
- 2.7 Reviews Sunshine Law Requests and answers the same in a timely fashion.
- 2.8 Reviews requests for release of all information and Internal Affairs Investigations or other confidential issues.
- 2.9 Represents the Sheriff's Office and/or employees on lawsuit not covered by MOPERM, after consultation with the County Counselor.
- 2.10 Represents the Sheriff in disciplinary appeals to the Sheriff's Merit Commission.
- 2.11 Represents the Sheriff in Unemployment Benefits Claim Hearings only after consultation with the County Counselor and the County Human Resources Division.
- 2.12 Reviews and approves all paperwork for levy and auction purposes.
- 2.13 Presents at all Sheriff's sales.
- 2.14 Reviews all documents prior to being presented to a judicial authority.
- 2.15 Receives call from deputies made while in the field.
- 2.16 Receives calls that are referred to legal counsel.
- 2.17 Reviews and approves civil process documents and/or fees thereof.
- 2.18 Prepares necessary correspondence with copies to the County Counselor.
- 2.19 Oversees Evidence auctions.
- 2.20 Reviews and provides legal advice and representation on Concealed Carry issues/permits, etc.
- 2.21 Reviews and provides legal advice and representation on Expungements.
- 2.22 Reviews and provides legal advice on Subpoenas.
- 2.23 Reviews, oversees and provides legal advice on Court Ordered Destruction of Evidence.
- 2.24 Represents Sheriff's Office on all Concealed Carry Denials.
- 2.25 Provides legal advice on discipline and/or terminations.

PROPOSER'S QUALIFICATIONS

- 2.26 All proposers must be primarily engaged in providing law enforcement legal services as outlined in the Scope of Services.
- 2.27 All proposers must have a demonstrated comprehensive understanding in areas listed in this proposal. Understanding and previous experience is a very essential criterion in the qualifying process.
- 2.28 The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in the general law and the unique representation of law enforcement agencies. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

3 SUBMISSION OF PROPOSALS

- 3.1 Qualified individuals, or firms, interested in providing the services described are required to submit a complete Proposal for consideration. The Proposal shall address the items listed within this Request for Proposal. Failure to provide all requested items might be sufficient cause for non-acceptance of the Proposal and/or subtraction of points in the area(s) where required information is missing.
- 3.2 The proposer may provide information in addition to the information requested; however, the additional information shall be placed at the end of the proposer's submittal in a section separated from the remainder of the proposal.

4 REQUIRED SUBMITTALS

- 4.1 Proposer shall include a resume of each Attorney under the terms of this Agreement, a description of the proposers business history and number of years in operation. Include the name, telephone number an email address of the contact person(s) with the authority to respond to questions.
- 4.2 Provide a narrative describing the role of and introducing each key individual in your firm's organization that will be assigned to the County. Include resumes for all individuals assigned to the County. Provide an organizational chart showing functional relationships between the proposer individuals assigned to the County and the County. Show the lines of communication, authority and assigned responsibility.

- 4.3 Proposer shall provide information, which documents successful results on legal cases, especially those assignments related to the requirement s of this Request for Proposal. Related project experience shall be restricted to those assignments undertaken within the last five (5) years. Include references for at least five (5) recent contracts with public entities which provide the best indication of your firm's ability to undertake successful legal services for the County, including contact names, titles, telephone numbers, email, fax and mailing addresses.
- 4.4 Provide the specific location from which the firm(s) will undertake the legal services. If the office is not located in Jefferson County, then indicate how the firm will assure on-going access and responsiveness throughout the contract.
- 4.5 Show evidence of the firm's ability to manage projects simultaneously and expeditiously; approach to problem/task resolution; and methodology/data gathering techniques and procedures; and teamwork.
- 4.6 Cost Proposal within the budgetary guidelines set forth above.

5 SUPPLEMENTAL INFORMATION

- 5.1 Provide a statement of litigation that firm or staff of firm is currently involved in, or has been involved in over the past five (5) years.
- 5.2 Proposers Qualification Form,
- 5.3 Insurance Requirements Certification.
- 5.4 Proposers Checklist.
- 5.5 Proposer Declaration Statement.
- 5.6 Conflict of Interest Form.

6 EVALUATION OF PROPOSALS AND REQUIRED SUBMITTALS

- 6.1 The County may deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of this RFP. Minor omissions or informalities may be waived at the sole discretion of the County. The County also reserves the right to reject any and all proposals, make no award or multiple awards as result of this solicitation. Responsive proposals will be evaluated in the following manner.
- 6.2 An evaluation committee will review and rank all proposals individually on their technical merits and according to the criteria established in this RFP. The committee may contact respondents if any clarification is needed on the proposal. The evaluation committee shall be comprised of at least: The Jefferson County; Sheriff, Under Sheriff, County Counselor and the Contracts and Grants Manager.
- 6.3 The firm that provides the County with the most reliable and cost effective services based on the established evaluation criteria will be recommended to the Sheriff and ultimately the County Council for approval.
- 6.4 All proposals will be reviewed independently by the selection committee and ranked on the basis of the criteria below.

GRADING CRITERIA	POINTS
Firm's Credentials	20
Qualifications and previous Legal Services	20
Documented Results on Similar Jobs as Verified by References	30
Firm's capacity to effectively meet scope	10
Responsiveness to RFP	10
Cost Proposal	10

7. CONFLICT OF INTEREST

- 7.1 The Attorney and/or firm agrees that during its representation of the Sheriff Department said attorney or firm, including any attorney with said firm, shall not undertake any action against the County or any of its departments, divisions, employees or agents in a representative capacity and shall not appear in opposition to any County action in any court or before any board, commission, or other tribunal. Any such representation or appearance will be deemed an automatic conflict, and be deemed a material breach of this agreement, and the agreement will be subject to immediate termination.

8. COMPENSATION

- 8.1 The vendor shall provide a not-to-exceed annual fee for the services described herein. Any increases for subsequent renewal periods must be reflected in the cost proposal. The contractor must receive approval from County prior to performing any services outside of the Scope of Services in order to receive payment for the services.

REVIEW AND SELECTION CRITERIA

All proposals submitted before deadline will be reviewed to determine compliance with the requirements of the RFP. Primary factors in the evaluation include, but will not necessarily be limited to:

1. Demonstrated understanding of the scope of work as set forth in the RFP including Consultant's strategy for carrying out the needed work tasks to meet the goals.
2. Firm and staff's demonstrated qualifications and expertise regarding relevant experience with municipal clients.
3. The firm's present workload and demonstrated capacity to provide services in a professional manner and within approved timeline.
4. The firm's past record of performance, if any, with respect to quality of work and ability to deliver on goals, timelines and budget.
5. The quality, conciseness and completeness of the proposal.
6. Project timeline.
7. Proposed fees.

Proposals will be evaluated based on criteria outlined in the RFP, interviews, and reference checks. An agreement will be negotiated with the Consultant whose qualifications would be most advantageous to the county, all factors considered. If an agreement cannot be reached with the top ranked Consultant, the county will then negotiate with the second ranked consultant.

ESTIMATED SCHEDULE

The schedule is as follows:

County releases RFP	February 19, 2019
Responses due	March 19, 2019
Consultant Interviews (begin)	Week of March 25, 2019
Contract awarded	April 2019
Project start date, no later than	TBD (To Be Determined)
Draft Study due, no later than	TBD
Final Report due	TBD
Acceptance of Final Report	TBD

COOPERATIVE BID FORM

Bid Name: Legal Services - Sheriff 2019

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 X 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: \$ 200.00

BY: R. Scott Harness

TITLE: Owner / Manager

COMPANY: Harness Law Office, LLC

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-931-8900 E-mail rscott@harnesslawoffice.com

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

EXCEPTION SHEET

If the item(s) and/or service(s) proposed in the response to this proposal is in any way different from that contained in this proposal, the proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the proposer's offer is in total compliance with all aspects of the proposal.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

No exceptions or differences.

PRICING PAGE

LEGAL SERVICES

PROPOSAL DUE DATE: MARCH 19, 2019 2:00 PM

Funding limitations may require Jefferson County Government to perform part of the work outlined in the SCOPE OF SERVICES. An estimated break-down of the cost for each of the components of the scope is requested.

FEE PROPOSAL

TASKS

Hourly Rate or Flat Monthly Rate \$ 100.00 / Hour

Indicate X Hourly Monthly

TOTAL \$ 100.00 / Hour

AUTHORIZED SIGNATURE

Must be signed by a person having the authority to contractually bind the business.


Signature

March 15, 2019

Date

R. Scott Harness - Owner / Manager

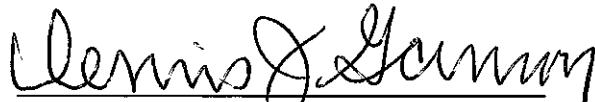
Print Name and Title

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

Harness Law Office, LLC
Company Name


Signature
R. Scott Harness
Print

County of Jefferson, State of Missouri


Dennis J. Gannon
Dennis Gannon J. County Executive

Company Address: _____

703 N Truman Blvd.

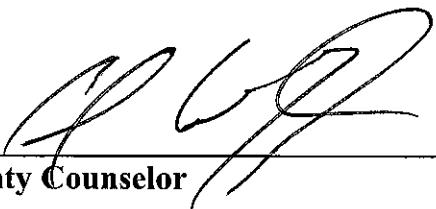
Crystal City MO 63019

Phone: 636-931-8900

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

R. Scott Harness

Attorney at Law

Summary

Attorney with extensive courtroom, leadership, and public communication experience. Serving businesses, non-profit organizations, and individuals in Jefferson County, Missouri for over twenty-seven years in civil, criminal, and regulatory matters as well as out-of-court negotiations.

Summary of Qualifications

- State Licensed by the Missouri Supreme Court – Bar Number 39139
- Federally Licensed by the United States District Court for Eastern Missouri – Bar Number 39139MO
- Contract attorney for the Jefferson County Missouri Sheriff's Department
- Contract attorney for the Jefferson County Assessor's Department
- Representation of corporate clients before Missouri regulatory agencies
- Representation of corporate clients in real estate transactions
- Draft, development, and implementation of Municipal Court Rules in compliance with Missouri Supreme Court directives and Missouri Statute
- Development and implementation of internal employer/employee policies for corporate clients and non-profit organizations
- Development and implementation of Manual of Procedure and Operations Manual for non-profit organizations
- Representation of individual clients in Federal, State, County and Municipal hearings
- Prepared and submitted grant applications for non-profit organizations
- Representation of individual clients in Federal civil litigation
- Trained in Mediation and Conflict Resolution

Experience

Practicing Attorney in Jefferson County, Missouri Since 1991

- General civil and criminal litigation
- Estate planning and real estate transactions
- Bankruptcy

Government Service

Municipal Judge – City of Herculaneum – April 2004 to Present

- Elected Municipal Judge for the City of Herculaneum, Missouri
- Enforcement of Municipal ordinances and regulations
- Supervision of the Court Clerk
- Report to the Missouri State Highway Patrol concerning Court operations
- Conduct trials for municipal ordinance violations
- Supervision of the docket to include issuance of summons and subpoenas
- Reviewing document maintenance and destruction
- Implement new policies pursuant to recent Municipal Court reform

R. Scott Harness

Attorney at Law

- On call for setting of bond and arraignment of in-custody detainees
- Twice elected to the Missouri Municipal and Associate Circuit Judges Association board of directors.

Festus City Council – City of Festus – April 1995 to December 1997

- Elected to represent Ward II on the Festus City Council.
- Authored municipal ordinance on witness tampering and intimidation
- Reviewed municipal budget and participated in the formulation of the budget to include hearings on budgetary matters
- Provided conduit between citizens and the Festus City government.

Volunteer Service

Festus / Crystal City Rotary Club – 1992 to Present

- Served as President in 2003-04, growing Club membership by 19%, implementing educational program, and doubling club and member giving to the Rotary International Foundation
- Supervised grant writing to obtain a grant to assist local food pantries in the Festus/Crystal City area
- Served in various other leadership roles

Rotary International District 6060 – 2004 to Present

- Served in various offices and as Governor and International Officer in 2007-08
- Expanded communication program between District Governor and local clubs and individual Rotarians
- Supervised Foundation Grants and assisted various local Clubs to obtain grants to help with community improvement projects
- Currently serve a legal advisor to District 6060, which comprises the Eastern 1/3 of Missouri

Missouri Municipal and Associate Circuit Judge's Association - 2004 to Present.

- Served two terms on the Board of Directors

Show Me Rotary Leadership Institute – 2004 to 2014

- Served as President during 2012-13
- Providing training to incoming local Rotary club officers
- Continue to serve as an adjunct member for training of incoming international officers

Education

Hastings College, Hastings, Nebraska

Bachelor of Arts, Double Major in History & Political Science - Graduated May 1988

University of Missouri – School of Law, Columbia, Missouri

Juris Doctorate - Graduated May 1991

The Supreme Court of Missouri



*Certificate of Admission as an
Attorney at Law*

I, Betsy AuBuchon, Clerk of the Supreme Court of Missouri, do hereby certify that the records of this office show that on 9/27/1991,

Robert Scott Harness

was duly admitted and licensed to practice as an Attorney and Counselor at Law in the Supreme Court of Missouri and all courts of record in this state, and is, on the date indicated below, a member in good standing of this Bar.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Supreme Court of Missouri at my office in Jefferson City, Missouri, this 6th day of March, 2019.

A handwritten signature in black ink that reads "Betsy AuBuchon".

Clerk of the Supreme Court of Missouri



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 NAME: Lenore Buerck PHONE (A/C, No, Ext): (636) 931-1200 (A/C, No): (636) 931-1201 E-MAIL: lbuerck@custom-ins.com ADDRESS:	
Custom Insurance Services Inc. 200 Mississippi Avenue		INSURER(S) AFFORDING COVERAGE	NAIC #
Crystal City MO 63019		INSURER A: Acuity	14184
INSURED		INSURER B:	
Harness Law Office, LLC 703 N Truman Blvd		INSURER C:	
Crystal City MO 63019		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 19-20 gl, wc		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 LNR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			XB6132	1/5/2019	1/5/2020	EACH OCCURRENCE	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					MED EXP (Any one person)	\$ 5,000		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					PERSONAL & ADV INJURY	\$ 1,000,000		
	DED <input type="checkbox"/> RETENTION \$					GENERAL AGGREGATE	\$ 2,000,000		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X86132	1/5/2019	1/5/2020	PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	PER STATUTE					OTHR			
	E.I. EACH ACCIDENT	\$ 100,000							
	E.I. DISEASE - EA EMPLOYEE	\$ 100,000							
	E.I. DISEASE - POLICY LIMIT	\$ 500,000							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

CERTIFICATE HOLDER

rscott@harnesslawoffice.com

Jefferson County Sheriff Department
400 1st Street
Hillsboro, MO 63050

CANCELLATION

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

Lenore Buerck/LAB1

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