



**COUNTY OF COLE
JEFFERSON CITY, MISSOURI**

REQUEST FOR BID

2019-31: UNARMED SECURITY GUARD SERVICES

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, NOVEMBER 7TH AT 3:00 p.m. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information as my company's official response to this solicitation and understand that by virtue of executing and returning with my response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of this Request for Quote and all attachments and the contents of any Addendum released hereto unless otherwise clearly noted in my response. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed offers will be accepted by the Cole County Commission for consideration in provision of:

2019-31 UNARMED SECURITY GUARD SERVICES

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 3:00 p.m. on Thursday, November 7th, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jessica Bryant at jbryant@colecounty.org or (573) 634-9168.

NEWS TRIBUNE: October 13, 20, 27

Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

PURCHASING

311 E High Street #200
Jefferson City, Mo 65101

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of Bidding and any special conditions set forth herein for the provision of unarmed security guard services at the Cole County Courthouse, 301 East High Street, Jefferson City, Missouri.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section within their submission titled "EXCEPTIONS."

- 1.2 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jessica Bryant
jbryant@colecounty.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as explicitly permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. The County assumes no liability if a contractor fails to incorporate addenda into their bid. Failure to have

requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.4 SUBMISSION REQUIREMENTS. A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

1.5 BID OPENING. Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, November 7th at 3:00 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 ADVICE OF AWARD. Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

2.0 TERMS AND CONDITIONS

2.1 INCURRING COSTS. Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 RESERVATIONS. The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 MODIFICATION/WITHDRAWAL. Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

2.4 VALIDITY. Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the project or service, he shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the Plans and Specifications. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.

- 2.12 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the Specifications. Bids qualified by escalator clauses may not be considered.
- 2.13 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.14 **CANCELLATION.** The County reserves the right to cancel any or all of an order or contract if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must contact the County to notify of said delay and arrange an alternate schedule if agreeable to the County.
- 2.15 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.
- 2.16 **DEFAULT.** In case of default by the bidder or contractor, Cole County will procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 2.17 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.18 **SHIPMENTS.** All shipments shall be F.O.B. destination, freight prepaid.
- 2.19 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. The resulting contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes a primary vendor. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.21 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.22 **EVALUATION.** The County’s sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgment the contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

- 2.23 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.
- 2.24 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.25 **PERFORMANCE INSPECTION.** Inspection of the Contractor's work, records, procedures, and/or any other aspect of their performance as it relates to the service contemplated herein will be subject to inspection of any kind and at any time as deemed necessary by the County.
- 2.26 **INSURANCE REQUIREMENTS.** The Contractor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law.

The Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at its own expense, such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by him/herself, his/her employees, agents, or by anyone for whose acts he/she may be liable. The Contractor shall procure and maintain during the term of the contract, Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combines single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and/or aggregate for property damage.

All policies must name the County as an additional insured and provide thirty (30) days written notification to the County prior to any material changes, expiration or cancellation. THE COUNTY REQUIRES CERTIFICATES OF INSURANCE BEFORE WORK BEGINS.

- 2.27 **INDEMNIFICATION AND HOLD HARMLESS.** The respondent whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities: The contractor shall, at its own expense, protect, defend, indemnify and hold harmless Cole County Missouri, its elected and appointed officials, employees and agents from all claims, damages, costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the selected firm, its employees or agents, or its subcontractors or any of their officers, employees or agents which may arise out of the contract resulting from this RFP.
- 2.28 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.29 CONTRACT TERMINATION.

2.29.1 TERMINATION FOR DEFAULT. If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.29.2 TERMINATION FOR CONVENIENCE. The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

3.0 SCOPE OF SERVICES

3.1 CONTRACTOR REQUIREMENTS. Contractor shall furnish all necessary labor, supervision, uniforms and equipment in accordance with the provisions, terms and conditions set forth in this solicitation for the unarmed security guard services for Cole County. A minimum of five (5) years in the business of supplying uniformed guard services is a prerequisite for submitting an offer.

Personnel must be mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training. Emotional and mental stability are essential since duties normally require contact with the public and quick action under emergency

situation. Cole County reserves the right to deny any person access to the facilities for any reason at the sole discretion of the County without hearing or appeal.

3.2 **CONTRACT TERM.** It is the intent of Cole County to establish a one-year contract with the inclusion of an option for renewal under the same terms and conditions for up to two (2) additional one (1) year extensions. The contract resulting from this solicitation will commence on November 21, 2019. Price adjustment for inflation for any subsequent extension shall not exceed 3% (three percent) per year and must be agreeable to both parties.

3.3 **SERVICE REQUIREMENTS.**

3.3.1 **LICENSE AND PERMITS.** Contractor shall keep records to ensure assigned personnel possesses the training, registration, and any license and/or permit required by federal, State and local law as necessary to fulfill the requirements set forth herein.

3.3.2 **APPEARANCE & GROOMING.** Contractor shall provide uniforms and nametags to employees who are assigned to work under this contract at no additional expense to the County. Uniforms are subject to the County's approval.

Assigned personnel shall arrive to work well groomed and in the appropriate uniform of the company to include badge/nametags. Uniforms shall be in a respectable condition, fitted properly, cleaned, pressed and present a professional appearance. The County may dismiss any security guard reporting to duty not properly dressed for the duration of the shift. The Contractor must immediately replace the dismissed security guard with another who is properly dressed and trained.

3.3.3 **GUARD EXPERIENCE.** Assigned personnel should have prior work experience in similar security work, be persons of mature judgment, behave in a professional manner, and be able to think and act quickly in an emergency. They must also possess, at the time of assignment, a current permanent Guard Registration card valid in the State of Missouri. No employer or employee is exempt from this requirement.

3.3.4 **BACKGROUND CHECK.** Contractor shall certify that all personnel have successfully passed a comprehensive criminal background check prior to assignment at Cole County. The County reserves the right to review the personal backgrounds and conduct further security clearances on the Contractor's assigned personnel at the Contractor's expense. Cole County reserves the right to deny any person access to the facilities for any reason.

3.3.5 **DRUG SCREENING.** Prior to assignment at the County, all prospective guards must pass a drug test administered at the Contractor's expense. At the minimum, the screen shall include testing of urine samples for marijuana, amphetamines, methamphetamines, cocaine and opiates.

3.3.6 **GUARD DUTIES.** Typical duties include, but are not limited to:

- Participate in on-site training, in-service training, orientation or any other additional training as required
- Maintain control of building access by pedestrians utilizing a County-owned walk through and/or hand-held metal detectors as required
- Maintain access control through proper identification and prior authorization at all times while on duty, with special attention to secured areas

- Assist agency personnel with uncontrollable and/or disruptive visitors when needed or as required
- Investigate suspicious activities of incoming persons and/or visitors
- Prepare and/or present clear, accurate written and/or oral reports
- Observe, retain and recall persons, places and situations in detail
- Communicate quickly and effectively with the agency's designated representative for any security breach
- Participate in disciplinary and/or legal hearings if called to do so
- Identify and report maintenance needs of assigned equipment
- Become familiar with the facility and the offices thereof
- Operate equipment such as radios, phones or security equipment appropriately
- Be uniform compliant, neat, clean and professional at all times while on duty
- Remain on post at all times while on duty
- Refrain from the use and possession of cellular telephones (personal use) reading materials, cigarettes and/or tobacco products, headphones, personal radios and/or televisions as well as the personal use of any client property while on duty
- Unlock and lock various doors at designated times in accordance with the request of the County
- Other duties as assigned

3.4 **STAFFING REQUIREMENTS & OPERATING HOURS.** Normal operating hours are Monday through Friday, 8:00 a.m. through 4:30 p.m. The County will require two full time guards (8 hours/day with a half hour non-duty lunch) and one part time guard (4) hours per day except holidays.

4.0 SUBMISSION REQUIREMENTS

4.1 **FORMAT.** To facilitate efficient proposal evaluation, respondents must submit proposals in a format that corresponds with the following sections. Respondents should prepare their responses in a concise but thorough manner.

Section 1: Fully Executed Cover Page (page 1 of this document)

Section 2: References. A list of at least five (5) pertinent, professional references that the vendor has serviced in a similar capacity within the last five (5) years

Section 3: Anti-Collusion Statement

Section 4: Company Information/Background to include:

- Brief company history
- Company experience/achievements
- Depth of support for the service at Cole County

Section 5: Bid Form. Hourly and overtime service rates (and any other rates/fees/charges associated with performing the services described herein that the County may incur) for the following:

- One (1) full time (8 hours/day) trained supervisor
- One (1) full time (8 hours/day) trained officer
- One (1) part time (4 hours/day) trained officer

5.0 EVALUATION AND AWARD

5.1 EVALUATION CRITERIA. Cole County will accept the proposal that it deems to be in its best interest. Award shall be based on, but not necessarily limited to, the following factors:

5.1.1 Prior experience and performance in facilities of similar nature, size, and volume

5.1.2 References

5.1.3 Observance of all submission conditions and requirements

5.1.4 Cost

5.2 METHOD OF AWARD.

5.2.1 Cole County reserves the right to award this contract not necessarily to the Contractor with the lowest price, but to the bidder that best demonstrates the ability to fulfill the requirements of this solicitation. Final Contractor approval will be granted by the Cole County Commission. After the evaluation of the proposals and the selection of the successful respondent, all respondents will be notified in writing of the award. The successful respondent shall commence work only after a fully executed contract is in place and written notice to proceed has been received from the County.

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____

BID FORM
2019-31: UNARMED SECURITY GUARD SERVICES

Hourly and Overtime Service Rates:	YEAR 1	YEAR 2	YEAR 3
▪ One (1) full time (8 hours/day) Trained Supervisor			
Hourly:	\$ _____	\$ _____	\$ _____
Hourly Overtime:	\$ _____	\$ _____	\$ _____
▪ One (1) full time (8 hours/day) Trained Officer			
Hourly:	\$ _____	\$ _____	\$ _____
Hourly Overtime:	\$ _____	\$ _____	\$ _____
▪ One (1) part time (4 hours/day) Trained Officer			
Hourly:	\$ _____	\$ _____	\$ _____
Hourly Overtime:	\$ _____	\$ _____	\$ _____

Other rates/fees/charges associated with performing the services described herein that the County may incur:

Company Name