

COUNTY OF COLE – MISSOURI



REQUEST FOR BID

2024-11: BALLISTIC WINDOW & DOORS, COLE COUNTY COLLECTOR'S OFFICE

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, FEBRUARY 8 at 3:00 p.m.

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 on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this invitation, all attachments and the contents of any addendum released hereto. (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 the following:

2024-11 BALLISTIC WINDOW & DOORS, COLE COUNTY COLLECTOR'S OFFICE

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 3:00 p.m. on Thursday, February 8, 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: Jan 7, 14, 21

Legal Notices

Cole County Commission

311 East High Street

Jefferson City MO 65101

COLE COUNTY COMMISSION

PURCHASING

311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 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 to provide labor and materials to install a ballistic window and ballistic window frames, and ballistic doors and ballistic door frames for the Cole County Collector’s Office located at 311 East High Street Room 100, Jefferson City, Mo 65101.

Respondents are responsible for being thoroughly familiar with all specifications and requirements stated herein. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are requested to prepare an offer in response to this invitation and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled “EXCEPTIONS” and certify that if awarded a contract, will make no claim against the County based upon unfamiliarity of or misunderstanding of the specifications.

- 1.2 **MANDATORY PRE-BID MEETING.** A mandatory pre-bid meeting will be at 10:00 a.m. central on Monday, January 22nd at the Cole County Collector’s Office located at 311 East High Street, Room 100, Jefferson City, Mo 65101. Attendance is a prerequisite for submitting a response to this invitation and will be evidenced by the representative's signature on the attendance roster. This meeting will provide an opportunity for potential respondents to view the sites of work, ask questions and seek clarification on the outlined requirements prior to submitting a response. **Attendees will be responsible for supplying any and all tools and equipment necessary for project evaluation.**

- 1.3 **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@colecouny.org

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

- 1.4 **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 invitation via the issuance of addenda, which will be posted at www.colecounty.org. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of the County is that which is issued in these specifications or by addendum thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether addenda have been issued prior to submitting an offer and to incorporate that information into their response; the County assumes no liability for respondents' failure to do so. Further, 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.

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

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and sign by an official authorized to obligate the agency of company submitting the bid;
- inclusive of one (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**.

1.6 BID OPENING. Submissions will be publicly opened in the Cole County Commission Chambers at 311 East High Street, Room 200, Jefferson City, Missouri on Thursday, February 8th 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.

1.7 ADVICE OF AWARD. Upon bid award by the Cole County Commission, award notification letters with a bid tabulation summarizing responses received will be sent via email to all parties that submitted a response to this invitation.

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. 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. Exceptions 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 appears 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 a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent 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 bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. 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 material 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) and/or service(s) to that which has been specified herein when use of such product or service is deemed in the best interest of the County of Cole
- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if furnished by Cole County, will render the bid informal and may cause its rejection.

- 2.12 **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.
- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Pricing submitted shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents.
- 2.14 **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 successful respondent upon request.
- 2.15 **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.
- 2.16 **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 or service if delivery is not made or work not started as guaranteed.
- 2.17 **DEFAULT.** 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. In case of default by the bidder or contractor, the County may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 2.18 **REGULATIONS.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules, regulations and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. The awarded party shall bear the responsibility to apply for, pay for, and obtain any permit, license, and/or inspection required.
- 2.19 **COMPLIANCE WITH APPLICABLE LAW.** The contractor must agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by an agency of such governmental units, which are not or hereafter promulgated insofar as they relate to the contractor's performance of the provisions of the agreement. It shall be the obligation of the contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.
- 2.20 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in pricing.
- 2.21 **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. 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.
- 2.22 **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. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.
- 2.24 **SUCCESSFUL RESPONSE AS PART OF CONTRACT.** Responses received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to not execute a contract following this solicitation and to negotiate modifications or revisions to any awarded contract.
- 2.25 **ASSIGNMENT.** The selected company shall not assign the Contract, subcontract it, 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 company of its obligations under this Contract unless specifically stated in writing by the County.
- 2.26 **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.
- 2.27 **CHANGE ORDERS.** The final contract between Cole County and the successful respondent will include, by reference, the awarded party's response and the specifications of this invitation. The County may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the accepted plans and specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by the Cole County Commission, authorizing and directing such changes or departures. All unauthorized work, and the correction of such work, shall be at the successful respondent expense. No other individual is authorized to modify the contract in any manner.
- 2.28 **COLLUSION CLAUSE.** Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.
- 2.29 **ANTI-DISCRIMINATION AGAINST ISRAEL ACT.** The contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the law of the State of Israel; or persons or entities doing business in the State of Israel.
- 2.30 **INSURANCE REQUIREMENTS.** The successful respondent (Contractor) shall provide and maintain for the duration of the contract, through final acceptance by the County, insurance acceptable to and approved by Cole County. A Certificate of Insurance which shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County is to be furnished within fifteen (15) calendar days following the notice of award and prior to work proceeding under this contract. Further, the Contractor shall not allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the

County as follows:

2.30.1 EMPLOYERS LIABILITY AND WORKERS COMPENSATION INSURANCE. The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

2.30.2 COMMERCIAL GENERAL LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability.

Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis

2.30.3 BUSINESS AUTOMOBILE LIABILITY. The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

2.30.4 SUBCONTRACTORS. Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

2.31 INDEMNITY AGREEMENT. To the fullest extent permitted by law, Contractor shall indemnify, hold

harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

2.32 **COMPLIANCE WITH EMPLOYMENT LAWS.** In connection with the furnishing of supplies or performance of work under this Contract, the company agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder. Respondents are informed pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5000.00), the successful bidder shall, by sworn affidavit and the provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful Respondents shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

2.33 **COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City, and County Offices 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 respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful respondent 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.

2.34 **CONTRACT TERMINATION.**

2.34.1 **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.

2.34.2 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.

2.35 PREVAILING WAGE/LABOR STANDARDS.

2.35.1 PREVAILING HOURLY RATE OF WAGES. The principal contractor and all subcontractors shall pay not less than prevailing hourly rate of wages for each craft or type of workman required to execute this contract as determined by the Department of Labor and Industrial Relations of Missouri as set out in Wage Order 30, attached to and made part of these specifications. (Section 290.250 RSMo) The Contractor will forfeit a penalty to the County of \$100 per day (or portion of the day) for each worker that is paid less than prevailing rate for any work done under the contract by the Contractor or by any subcontractor. (Section 290.250 RSMo)

2.35.2 SAFETY TRAINING. The Contractor and all subcontractors must require all on-site employees to complete the ten hour OSHA safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the County of \$2,500 plus an additional \$100 for each employee employed by the Contractor or subcontractor, for each calendar day or portion thereof, such employee is employed without the required training (Section 292.675 RSMo)

2.36 LIQUIDATED DAMAGES. The Cole County Commission may, at its discretion, deduct **Two Hundred Dollars (\$200.00)** per day from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the date above specified, or any extension thereof, or fails to complete the work by such time, as long as the County does not terminate the right of Contractor to proceed or otherwise delay the Contractor's schedule. It is further provided that Contractor shall

not be charged with liquidated damages because of delays in the completion of the work due to unforeseeable causes beyond Contractor's control and without fault or negligence on Contractor's part or the part of its agents.

2.37 **FEDERAL WORK AUTHORIZATION PROGRAM.** Proposers that meet the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, providing services exceeding \$5,000, shall maintain enrollment and participation in a federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Proposer's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Proposer shall, prior to the performance of any services as a business entity under the contract enroll and participate in a federal work authorization program such as E-Verify.

Proposers must, by sworn affidavit and provision of documentation (copy of the E-Verify Memo of Understanding Electronic Signature Page), affirm their enrollment and participation in a federal work authorization program. Proposers shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See Affidavit of Compliance with E-Verify Document.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.e-verify.gov/>.

3.0 SCOPE OF WORK

3.1 **OVERVIEW.** The intent of the County is to obtain responses from qualified businesses to provide labor and materials to install a ballistic window and ballistic window frames as well as ballistic doors and ballistic door frames for the Cole County Collector's Office located at 311 East High Street, Room 100, Jefferson City, Mo 65101. The Contractor will also be responsible for disposing of the current window in place. The County will require the Contractor to supply all equipment, tools, materials, and labor and safety equipment to perform the services.

3.2 **PROJECT TIMELINE.** It is the intent of the County to start this project in the spring of 2024. This timeline is only approximate and subject to change.

3.3 **SCOPE OF WORK.**

WINDOWS.

3.3.1 The Contractor must properly dispose of the current window and frame located in the Collector's Office.

3.3.2 The Contractor must install a new ballistic window and ballistic frames with the following specifications:

- A. Size: Approximately 31' x 4.5' – the sizes given are not exact and will need to be verified by the Contractor.
- B. Bullet Resistant Level 7 Window for .223 highest caliber.
- C. The current frame must be replaced.
- D. Installation of a bullet resistant deal tray with natural voice spacers. The trays must be

15 ¾ inches by 8 ¼ inches and they must be scooped in the middle.

- 3.3.3 The sizes given are not exact and will need to be verified by the Contractor. It will be the responsibility of the Contractor to measure, confirm, and install the appropriate size of ballistic glass.
- 3.3.4 Warranty shall be included with the bid.
- 3.3.5 The Collector's Office, as well as other offices within the building, will be occupied during the time of work. The Contractor is responsible for keeping the work area safe for the public, County employees, and Contractor's employees.

DOORS.

- 3.3.6 The Contractor must properly dispose of the current doors and frames located in the Collector's Office.
- 3.3.7 The Contractor must install two (2) new ballistic doors and ballistic door frames that are new level 3 ballistic door slabs.
- 3.3.8 The current frame must be replaced.
- 3.3.9 It will be the responsibly of the Contractor to measure, confirm, and install the appropriate size of ballistic doors and frames.
- 3.3.10 Warranty shall be included in the bid.
- 3.3.11 The Collector's Office, as well as other offices within the building, will be occupied during the time of work. The Contractor is responsible for keeping the work area safe for the public, County employees, and Contractor's employees.

3.4 **WORK QUALITY AND WORK TASK.** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards for these services. Where not more specifically described in any of the various section of these specifications, work shall conform to all the methods and operations of best standards and accepted practiced of the trade.

- 3.4.1 The contractor shall keep the premises clean generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus materials, rubbish, etc. The work area shall be clean at the end of the workday. All materials, tools, equipment, etc. shall be removed or safety stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of the workday.
- 3.4.2 Noise, vibration, dust, and odors: coordinate the operations that may result in high levels of noise and vibrations, dust, odors, or other disruptions with the Collector's office.

4.0 CONTRACTOR REQUIREMENTS AND QUALITY ASSURANCE

4.1 **CONTRACTOR EXPERIENCE.** The County wishes to engage experienced glass installation

professionals. Qualified businesses shall have a minimum of three (3) years' relevant experience. References may be checked to attest to your company's ability to perform quality work.

- 4.2 **EXECUTION OF WORK.** Contractor will be responsible for reviewing work areas and reporting any unusual conditions which affect the cost as approved by the County. Work shall be halted until discrepancies or differences are resolved, corrected or otherwise addressed in writing by the County.
- 4.3 **DAMAGE.** Damage to County buildings or materials/equipment within those buildings are to be replaced or corrected by the Contractor at no expense to the County.

5.0 WORK RESTRICTIONS.

- 5.1 **BID BOND.** No Bid Bond is required.
- 5.2 **PERFORMANCE AND PAYMENT BOND.** A Performance and Payment Bond will be required upon the execution of a contract for any project for which total costs exceeds \$25,000. The successful bidder should provide a Bond, Certified Check, Cashier's Check or Bank Money Order payable to the County of Cole for an amount equal to One Hundred Percent (100%) of the awarded portion of work before work is commenced guaranteeing the Contractor's performance of the work as specified and awarded. Said bond shall be in a form approved by the County and shall be by such company or companies as may be acceptable to the County in its sole and absolute discretion. The amount of the bond shall be equal to the total dollar amount of the Contractor's proposal as accepted by Cole County.

BID NUMBER 2024-11
EXPERIENCE & REFERENCES

To be considered qualified by the County for the work contemplated herein, the respondent must have a minimum of three (3) years' relevant experience. For the purpose of verifying quality of service, please list customer references that the County may contact (minimum of three) to verify quality of work.

Years' relevant experience in projects of similar size and scope: _____ years

REFERENCE ONE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE FOUR

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE FIVE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

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 NUMBER 2024-11

BIDDER RESPONSE FORM

The Bidder Response Form must include all the services described in Section 3.3 within the RFP as well as any information discussed in the pre-bid meeting. Be sure to include ALL services within this form.

WINDOW REPLACEMENT TOTAL: \$_____

DOOR REPLACEMENT TOTAL: \$_____

OVERALL PROJECT TOTAL: \$_____

Warranty Information (include additional pages, if needed): _____

Working days required for the project: _____ days

Availability to begin work: _____

Name of Company

Authorized Signature

Date

Email Address

Sample E-Verify Memo of Understanding – MOU Electronic Signature Page



Company ID Number: XXXXXXXX

Approved by:

Employer <i>Your Company Name</i>	
Name (Please Type or Print) <i>John Doe</i>	Title
Signature <i>Electronically Signed</i>	Date <i>11/30/2023</i>
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/30/2023