



**Clay County, Missouri**  
**DEPARTMENT OF PURCHASING AND CONTRACT SERVICES**  
*Administration Building*  
*1 Courthouse Square ~ Liberty, MO 64068*  
*PH (816) 407-3630 FX (816) 407-3601*

*Steve C. Wright, Assistant County Administrator/Purchasing Director*  
*Julie Lombard, Purchasing Manager*  
*Ethel Kitchell, Procurement Officer*

**RFP# 13-14, Building Security Systems and Services**  
**ADDENDUM NO 002**

Dear Vendor,

The original Request for Proposal for RFP 13-14, Building Security Systems and Services remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Except as amended by this Addendum, all terms and conditions of the RFP remain unchanged.

The following change(s) to the above-referenced RFP have been made as designated below:

Mark Designation	Description
√	Change of specification(s)
√	Additional specification(s)
	Change of bid opening time and date
	Cancellation of bid
	Other: <i>(specify)</i>

The proposer is hereby notified that several paragraphs within the RFP have been changed as well as additional paragraphs have been added to the solicitation document. The proposer must review the revised official RFP document as modified by Addendum # 002 for further details.

**ACKNOWLEDGEMENT:**

Each proposer shall acknowledge receipt of this Addendum No. 002 of RFP No. 13-14, Building Security Systems and Services by their signature affixed hereto, and shall attach this Addendum to the original proposal.

The specifications by virtue of this addendum become a permanent addition to the above referenced Request For Proposal. FAILURE TO RETURN THIS SIGNED ADDENDUM MAY RESULT IN REJECTION OF YOUR BID. The proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments.

The proposer agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal.

If you have any questions please contact Ethel Kitchell at [EKitchell@claycountymo.gov](mailto:EKitchell@claycountymo.gov) or (816) 407- 3633.

**CERTIFICATION BY BIDDER**

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

Vendors Initials \_\_\_\_\_



CLAY COUNTY  
PURCHASING DEPARTMENT  
Administration Building  
1 Courthouse Square  
Liberty, MO 64068  
PH 816-407-3630

**TITLE-SIGNATURE PAGE  
REQUEST FOR PROPOSAL**

**NO. 13-14**

Clay County will accept separate sealed proposals from companies (hereafter referred to as vendor) interested in providing the following:

**BUILDING SECURITY SYSTEMS AND SERVICES**

**One original clearly marked "Original", and three (3) unbound copies must be submitted.**

Due to the multiple areas/locations; there are two (2) pre-proposal meetings scheduled.

The first pre proposal meeting is May 28, 2014 at 12: 30 PM. We will meet in the lobby area of the Westside Annex located at 1901 NE 48<sup>th</sup> St., KC, MO 64118

The second pre proposal meeting is May 29, 2014 at 8:30 AM. We will meet in the lobby area of the Midwest National Airport located at 13106 Rhodus Road, Excelsior Springs, MO 64024.

Vendors are responsible for their own transportation. Vendors are required to attend **both** meetings.

**RESPONSES MUST BE RECEIVED BY:**

**FORM REVISED BY ADDENDUM #001**

**2:00 PM local time on July 17, 2014**

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL"  
RFP 13-14, BUILDING SECURITY SYSTEMS AND SERVICES

**AND SEND IT TO:**

Clay County, Department of Purchasing  
Attn: Ethel Kitchell, Procurement Officer  
Administration Building  
1 Courthouse Square  
Liberty, MO 64068

Please type or print the information below. Vendor **is REQUIRED to complete, sign and return this form with their submittal.**

_____ Company Name		_____ Authorized Person (Print)	
_____ Address		_____ Signature	
_____ City/State/Zip	_____ County	_____ Title	
_____ Telephone #	_____ Fax #	_____ Date	_____ Tax ID #
_____ E-mail		_____ Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

\_\_\_\_\_  
If submitting a "no proposal" please provide a brief explanation for the reason why

Vendors Initials \_\_\_\_\_

Due to the multiple areas/locations; there are two (2) pre-proposal meetings scheduled. The first pre-proposal meeting is May 28, 2014 at 12:30 PM. We will meet in the lobby area of the Westside Annex located at 1901 NE 48<sup>th</sup> St., KC, MO 64118. The second pre-proposal meeting is May 29, 2014 at 8:30 AM. We will meet in the lobby area of the Midwest National Airport located at 13106 Rhodus Road, Excelsior Springs, MO 64024. Vendors are responsible for their own transportation. Vendors are required to attend both meetings.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL"  
RFP 13-14, BUILDING SECURITY SYSTEMS AND SERVICES

Proposals must be received by 2:00 p.m. local time, on June 26, 2014 at the Purchasing Department, Administration Building, 1 Courthouse Square, Liberty, MO 64068.

Proposal documents and any addendums are available by accessing the County's web site at [www.claycountymo.gov](http://www.claycountymo.gov) or at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with Clay County.

**ON-LINE PROVIDER DISCLAIMER:**

DemandStar.com has no affiliation with Clay County other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of Clay County. Communications to DemandStar.com do not constitute communications to Clay County.

**PARAGRAPHS REVISED BY ADDENDUM # 002**

Clay County **shall not be** responsible for errors and omissions occurring in the transmission or downloading of any specifications from the websites. In the event of any discrepancy between information on the websites and the hard copy specifications, the terms of the hard copy specification **shall** control.

If you have obtained this RFP document from a source other than directly from Clay County or from demandstar.com, you are not on record as a plan holder. The Purchasing Department **shall not** have responsibility to provide addenda to parties not listed by Clay County as plan holders. It **shall be** the proposers' responsibility to check with the Purchasing Department prior to submitting your response to ensure that you have a complete, up-to-date package. The original copy maintained at our offices, in the RFP file folder, shall be considered the official document. In the case of any inconsistency between RFP documents submitted to Clay County, but not clearly listed as an exception by the proposer, the language of the official document shall prevail. Furthermore, any exception or changes to the specifications made by the proposer may be cause to disqualify your submitted response.

**PARAGRAPH ADDED BY ADDENDUM # 002**

Any statement in this document that contains the word "**must**" or "**shall**" means that compliance with the intent of the statement shall be mandatory, and failure by the proposer to satisfy that intent may cause the proposal to be rejected. **It is recommended that proposers respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor must identify the specific page and paragraph being referenced.

Ethel Kitchell  
Procurement Officer  
Vendors Initials \_\_\_\_\_

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**TITLE REVISED BY ADDENDUM # 002**

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**ATTACHMENT ADDED BY ADDENDUM # 002**

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## PART I

**Section 1.0 Introduction and Background:**

Clay County Missouri owns and operates, in its service to citizens, a number of buildings, parks and public areas. The safety and protection of those who visit and work in those areas is a primary concern for the county and its leadership. To assist the county in providing safe buildings it has installed, and anticipates further installation of, electronic surveillance and security control systems at various locations. Current systems have been provided by various manufacturers over a period of several years and in some cases will need replacement in the near future; in other cases they simply need to be maintained until the end of useful life.

In order to maintain adequate security and electronic surveillance and plan for future needs, Clay County is seeking vendors to present a creative long-term (3-5 year phased) proposal (RFP) for evaluation, planning and implementation of electronic surveillance and security control system replacement, upgrades and additions. Included in that proposal is the necessity to service current systems through their end-of-life cycle.

**The intent of issuing this RFP is to:**

- Protect and improve the safety of employees, detainees and visitors use Clay County facilities.
- Reduce the losses associated with theft and vandalism.
- Complement Clay County's continuing commitment to Homeland Security.
- Aid in minimizing the dispatch of Public Safety resources.

**BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002****A responsive proposal shall meet, at a minimum, the following objectives:**

- IP Solution local in access 24 **hours, 7 days per week (24 x 7)**
- Thorough review and evaluation of all current electronic surveillance and control systems.
- A long range plan for and implementation of electronic surveillance and control system replacement, upgrades and additions.
- On-going plans for maintenance including, but not limited to, inspection and cleaning of all current and planned surveillance and control systems.
- Routine and emergency (on-call) repair including software, labor and parts associated with current and planned surveillance and control system replacement, upgrades and additions.
- User training in the operation of all electronic surveillance and control system replacement, upgrades and additions.
- Viable plans and demonstrated ability to provide products when needed that can interface effectively with existing security systems. **For example, the proposed security systems must have the capability of interfacing with the building's existing fire alarm systems.**

**BULLETED PARAGRAPH REVISED BY ADDENDUM # 002****In responding to this RFP the Vendor may make the following assumptions:**

- Clay County currently has a variety of system applications that may require equipment interfacing. Those systems include equipment manufactured and/or installed by Lenel, HID, GE Security, Altonix, Von Duprin, HES, Securitron, Avigilon and Bosch.
- Clay County will grant nonexclusive access to any buildings and other infrastructure owned by Clay County.
- Clay County will provide any required server(s) and monitors based upon mutually agreed recommendations of the Vendor as identified in their response.

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- Clay County will provide electrical power at all locations for the operation of the security systems as specified by the Vendor.
- Clay County will provide secure locations where required for video surveillance monitoring, recording and control station equipment.
- Clay County will provide access to its Wide Area Network (WAN) and/or Virtual Private Network (VPN) at each facility. If necessary, Clay County will provide a VPN at each site location to provide a path to the County network.
- Vendor **shall be** responsible for the provision and installation of the security and electronic surveillance system, except for the system server, according to specifications in a fully functional manner. Any unforeseen cost, not due to County approved changes in the project scope, required to make the system fully operational must be borne by the Vendor.
- Clay County intends to retain a minimum of sixty (60) days video archives.

## **Section 2.0 Scope of Work (SOW)/Specifications:**

The specifications in this SOW will progress from general to specific. A responsive RFP will consider **all** aspects of the listed SOW in addition to any other areas a vendor chooses to address.

Clay County will expect a creative design/build (see attachment A) long-term (3-5 year phased) proposal for evaluation, planning and implementation of electronic surveillance and security control system(s) replacement, upgrades and additions. It anticipates a turnkey solution (design/build) for electronic surveillance and security control that is both scalable and extendable for solutions proposed under this RFP. ***The County is relying on the vendor's expertise to propose system solutions, implementation set-up and their configurations that will meet the needs of the County.*** The RFP should make use of the most current equipment, methods and best practices in the area of electronic surveillance and security control including, but not limited to, the use of IP and wireless based technology.

### **PARAGRAPH REVISED BY ADDENDUM # 002**

Even though Clay County anticipated its first phase of implementation will focus on security needs in its juvenile justice center, it will expect vendors to conduct a comprehensive needs assessment and propose additional solutions (phased in over 3-5 years) as part of this RFP. Clay County ***shall have*** the right to accept all or any part of a vendor's RFP. ***Clay County shall*** also, retain the option of adding additional sites in any facility, park or property requiring electronic surveillance and security control.

The selected vendor must be able to design, furnish, install, connect and configure IP based wireless electronic surveillance and security control systems that include such items as security cameras, audible and visual warning components and remote video recording and monitoring, and other security systems such as central station alarm monitoring, intrusion alarm, access control, automated gate operators and barriers, and other types of automated security and access control systems.

### **NUMBERED LIST ADDED BY ADDENDUM # 002**

**In general, a needs assessment and solutions based RFP must address the following categories:**

- 1) Introduction and Executive Summary***
- 2) General Functionality***
- 3) Surveillance System Components and Specifications***
- 4) Installation Specifications***
- 5) Preferred Environment***
- 6) Training***
- 7) Camera Equipment***
- 8) Camera Connectivity***
- 9) Intelligent Video Analytics***
- 10) Mounting Pole Requirements***
- 11) Enclosure and Mounting Requirements***
- 12) Recording Capabilities***
- 13) Viewing of Video Content***
- 14) Software***
- 15) Support and Maintenance***
- 16) Warranty***
- 17) Installation, Delivery and Training***

**Introduction and Executive Summary:**

An introduction and executive summary should be prepared describing the major facets of the proposal, including conclusions, assumptions and recommendations the Vendor desires to make. What is your company's primary business? Indicate the specific market segment(s) your company targets. Describe how you propose to organize your implementation services team. List the key team members that will be providing services to Clay County. Provide a mapping between the assigned resources and reference projects. Indicate any applicable certifications held by key staff. The Executive Summary should be two (2) pages or less.

**General Functionality:**

At a minimum, any proposed electronic surveillance and/or security control systems solution must be:

- Designed to exploit the latest technology without creating "mini data centers" at each public facility; IP based and wireless in design when functionally practical.
- Based on Open Architecture (See "PREFERRED ENVIRONMENT" below).
- When functionally appropriate, able to monitor and control access to areas remotely or by predefined parameters, i.e. proximity card readers.
- Able to allow for real-time monitoring of control access and/or video output from multiple locations concurrently using both local and remote access; configurable with regards to video analytics.
- Where appropriate, motion activated and intelligent with regards to video surveillance and the ability to determine potential threats from non-threats.
- Able to allow viewing of live and recorded camera output over the Internet using a standard browser interface.
- Able to digitally record and store the output control access and/or cameras on a server, DVR or other similar device for on demand review and evidentiary support; allow for the creation of hardcopy images of selected still shots.
- Ability to send email alerts when activity is detected in an area.

**Surveillance System Components and Specifications:**

At a minimum, any proposed electronic surveillance and/or security control systems solution must include the following surveillance system components and/or specifications:

- When functionally appropriate, activate cameras only upon motion within their field of view.
- Provide remote control of cameras pan, tilt and zoom functions.
- Provide sufficient number of cameras to monitor areas identified within each public facility as crucial.
- When functionally appropriate, ability of cameras to capture evidentiary quality video in very low light or no light situations.
- When functionally appropriate, ability to differentiate between potential threats (humans) and natural occurrences (animals) before sending alerts.
- When functionally appropriate, ability to issue a visual and audible warning as a first line of defense against potential perpetrators.
- Interface to the County's email system as the primary means of issuing alerts that include a URL or other simple means for the receiver to view the reason for the alert.
- Ability to provide a user-definable timing between the local visual and audible annunciation and the sending the email alert.
- Ability to provide simplified access for users to view live video directly from alert messages sent by the system.

**Installation Specifications:**

At a minimum, any proposed electronic surveillance and/or security control systems solution must include the installation of all system components including, but not limited to;

- Hardware and software
- All electronic surveillance equipment and associated enclosures.

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- Mounting poles, brackets and hardware in accordance with manufacturer recommendations.
- Electrical, electronic connectivity and cabling as required.
- Audible and visual annunciation equipment.
- Software installation and configuration.
- Network equipment, enclosures and mounting hardware as required.

**PARAGRAPH REVISED BY ADDENDUM # 002**

**Preferred Environment:**

At a minimum, any proposed electronic surveillance and/or security control systems solution **must** include an open architectural environment based upon the following:

- Application Server – Citrix or Win2003 (if a web application, or Win2003 with MSIS, Linux). Vendors should describe ability for the application to be deployed in a Citrix environment.
- Client – GUI interface running on 2007.
- Network – Microsoft

Vendor should provide information on their preferred hardware configuration and their ability to deploy the application over a wide-area-network (WAN) and wireless network.

**PARAGRAPH REVISED BY ADDENDUM # 002**

**Training:**

At a minimum, any proposed electronic surveillance and/or security control systems solution must include a provision for **on-site, instructor led classroom** training on all electronic surveillance and security control system(s) provided by the vendor including, but not limited to:

- Basic systems operation.
- Video Analytics configuration and operation.
- Remote camera and video recorder operations.

All training shall be at no additional cost to Clay County.

**PARAGRAPHS ADDED BY ADDENDUM # 002**

***Training shall be scheduled on a date and time mutually agreeable between Clay County and the vendor.***

***All training will be provided at a Clay County facility location using County equipment.***

***Training classes shall have a maximum class size of 6 people per session.***

***Other Training Options: In addition to the on-site classroom training, the vendor must also provide other additional training methods to help further facilitate learning how to utilize the Building Security System (i.e., online webinars, online help tools, online tutorials, etc.).***

***Training for changes/upgrades/enhancements/new releases: If there are system changes / upgrades / enhancements / new releases to the system that include major system functionality changes that require additional training or is at the request of the County Entity, then the vendor shall provide to the County Entity the additional training needed for the successful operation of the system. Updated manuals/user-guides shall be provided to the county entity staff at no charge.***

**Needs Assessment:**

**Additionally, the following specific criteria must be incorporated into a needs assessment and solutions based RFP:**

Vendors Initials \_\_\_\_\_

**PARAGRAPH REVISED BY ADDENDUM # 002**

It is expected that vendor **shall**, at a minimum, provide the following products and services:

- Thorough needs assessment
- Solutions based phased plan and consultation
- Application software
- Technical documentation
- End user documentation
- Systems integration
- Hardware and equipment installation services
- Technical support
- Configuration/customization (as required)
- Training (end-user, technical, customer-support)
- Maintenance and support.

The work shall include all labor, software, specific equipment, materials, and services to furnish and install electronic systems and components as related to security and camera needs. Electronic surveillance and security control system(s) shall consist of, but not be limited to, the following:

- Cameras of various kinds,
- Digital Video Recorders,
- Universal Power Supplies,
- Access control panels, including controllers, reader interfaces, input modules, and output modules,
- Proximity type card readers,
- Door contact switches,
- Panic alarm switches where applicable,
- Photo identification hardware, wire, cable, cameras, and equipment.

Clay County requires the use of a firewall, video application software on Clay County provided server(s) and Virtual Private Networks for transmissions between cameras and servers. Vendors must be able to demonstrate all the capabilities of their system including its interface with Microsoft Exchange.

**PARAGRAPH REVISED BY ADDENDUM # 002**

Clay County **shall** require the ability to access video signal from both a local server or from multiple remote locations, including, but not limited to personal computers, emergency service vehicles, Personal Digital Assistants (PDAs) and Smartphones.

**BULLETED PARAGRAPH REVISED BY ADDENDUM # 002****Camera Equipment:**

**Vendor shall provide equipment and/or services that meet or exceed the following specifications:**

- Cameras **must** be digital IP (Internet Protocol).
- The cameras must operate in all weather and temperature variations, be water resistant, shock resistant, durable and fully operate in varying light and dark conditions.
- Motorized cameras **must** have a pan angle range of 360 degrees.
- Motorized cameras **must** have a tilt angle range of 100 degrees or more.
- Cameras must have automatic iris control.

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- Cameras must be auto focus.
- Pan, tilt zoom control must have Internet browser based control capabilities.
- Cameras should be able to patrol a pre-programmed path.
- Cameras must provide high-resolution color and black and white images in light conditions of .0.008 lux or lower.
- Cameras must have auto recovery after restoration of power.
- Record only when motion is detected in the designated surveillance area(s) for each camera.
- Must be able to be mounted indoors or outdoors. Vendor may recommend separate cameras for inside use and outside use.
- Ability to operate 24-hours per day for an extended period of time, no less than nine (9) months in duration provided the proper power and environmental requirements are met.

**BULLETED PARAGRAPH REVISED BY ADDENDUM # 002**

*Vendor should provide equipment and/or services that meet or exceed the following specifications:*

- Motorized cameras should have a minimum of 30X Optical Zoom.
- Delivery of thirty (30) frames per second is **desired** if it can be accomplished in a cost effective manner without substantial increases in recurring network overhead.

**PARAGRAPH ADDED AND BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Camera Connectivity:**

*Vendor shall provide equipment and/or services that meet or exceed the following specifications:*

- The devices **must** be able to have transmitting capabilities to the County's data center using open architecture and open standards that can be deployed elsewhere.
- Transmission rate must be sufficient that the network bandwidth is minimized and the network input/output buffers are optimized.
- Ability to transmit wireless data to the facility at each site that will house the recording equipment.
- Ability to transmit a minimum of 30 frames a second.
- Ability to transmit wireless data in a secure encrypted format.

**PARAGRAPH ADDED AND BULLETED PARAGRAPH REVISED BY ADDENDUM # 002**

**Intelligent Video Analytics (where appropriate):**

*Vendor shall provide equipment and/or services that meet or exceed the following specifications:*

- Intuitive user interface.
- Unlimited flexibility to expand the number of cameras included.
- Central or distributed management.
- User defined events differentiated for each camera.
- Real time alerts at specified location(s) specific to each facility location and/or a central location.
- Alerts **must** include a URL or other **mechanism** for the receiver to view the reason for the alert.
- Day and time event definitions.
- Ability to differentiate between potential threats (humans) and natural occurrences (animals) before sending alerts.
- Recognition of a minimum of fifty (50) suspicious events.
- Optional placement of analytics at the network's edge, minimizing full-time bandwidth requirements.
- Include annunciation and lights as the first response to specific suspicious events at specified locations.

- Advanced motion detection, with filters for size and shape of object as well as speed, duration and direction of object motion. Multiple detection zones and/or virtual lines can be configured per camera.

**Mounting Pole Requirements - When an existing pole or other infrastructure is not available the vendor shall:**

- Provide and install a mounting pole.
- Include all necessary mounting brackets.
- Include all necessary electrical and electronic hookups.

**PARAGRAPH ADDED AND BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Enclosure and Mounting Requirements:**

***Vendor shall provide equipment and/or services that meet or exceed the following specifications:***

- All camera housings must be appropriate for camera model and location.
- Elevated to **an** adequate height off the ground to avoid tampering and clear area of viewing unless otherwise specified.
- All cameras, whether motorized or fixed **must** be mounted in weatherproof, vandal resistant and UV resistant enclosures. Weather resistant **shall** include:
  - 1) Waterproof under normal and severe rain conditions.
  - 2) Wind resistant in accordance with the stress of the materials.
  - 3) Heat resistant – external temperature resistant range.
- Enclosures shall allow for proper cooling, heating and airflow to allow the camera to work as intended.
- Enclosures shall be vandal resistant with tamper resistant screw sets.
- Ability to attach to light and/or utility poles.
- Ability to attach to buildings.
- Outer enclosure, if metal, must be non-ferrous.

**BULLETED PARAGRAPH REVISED BY ADDENDUM # 002**

***Vendor should provide equipment and/or services that meet or exceed the following specifications:***

- Mountings should be easily installed and removed using standard tools.
- Mountings should be able to be installed and removed by a single individual of average size.

**PARAGRAPH ADDED AND BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Recording Capabilities:**

***Vendor shall provide equipment and/or services that meet or exceed the following specifications:***

- Allow for the capture of still pictures in multiple formats.
- Allow for the recording of streaming video in an industry-standard format that can be viewed on a standard player.
- Provide date and time stamp option.
- Provide alert when storage capacity is at 90% to allow video to be archived/copied to external device before overwrite occurs.
- Video data must be stored for a minimum of **sixty (60)** days before overwrite occurs.
- Provide video data in a manner consistent with the conveyance of video forensic evidence. Video must fairly and accurately represent what it depicts. It must be self-verifying and provide detailed pictures.

- All data shall be capable of being stored in a digital format that can be retrieved, copied, viewed exported and deleted as needed. **The software utilized by the security system must include security multiple levels of access parameters that only allow authorized users to perform certain tasks such as exporting and deleting data from the system.**
- Data storage must be part of a secure chain of custody including physical and electronic security.

**PARAGRAPH ADDED AND BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Viewing of Video Content:**

**Vendor shall provide equipment and/or services that meet or exceed the following specifications:**

- **Ability to have** 1024 by 768 resolution **or better**.
- Software shall allow for the viewing of multiple cameras on one screen. Offeror shall identify any special monitor requirements.
- Include ability to program the camera to pan/tilt/zoom in order to capture an area without an operator.
- Include ability to allow the operator to operate (pan/tilt/zoom) the camera via a "mouse" controller.
- Provide rapid search capabilities.
- Software must be able to select an active camera for enlarged viewing of live content. Selection **must** not make any difference in recording size, speed or bandwidth.
- Software must be able to cycle through predetermined set of cameras in order to setup viewing stations.
- Software must allow operator to manually select any camera on the network for viewing.

**PARAGRAPH ADDED AND BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Software:**

**Vendor shall provide equipment and/or services that meet or exceed the following specifications:**

- Provide user profiles defining features, functions and operations each user can perform.
- Provide integrated security features/functions throughout the proposed solution.
- Configurable access control to allow for additional users.
- Disaster recovery functionality to allow for full recovery of all software and data within four (4) hours.
- Must contain sufficient configuration/customization features/functions to allow each site to be defined as necessary.
- Provide Annunciation functionality and operation.
- Provide workflow management to allow different email alerts to different persons or groups dependent upon the security **breach**.
- Must adhere to open system standards.
- Provide online (Web) services/applications.
- Allow for several levels of system administration including password reset only.
- Provide data query and report features and functionality.
- All individual modules must interact **and interface** with any/all other modules proposed.

**BULLETED PARAGRAPH REVISED BY ADDENDUM # 002**

**Installation, Delivery and Training:**

- Vendor shall be capable of commencing installation within one (1) month of contract signing.
- A formal project plan must be submitted upon selection of the successful Vendor.
- **The vendor shall** provide **on-site** classroom and web based training.

**BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Warranty:**

- All **hardware** equipment, labor, materials and services provided **must** be free of defects for a period of **one (1)** year (or manufacturers’ standard warranty, whichever is greater).
- Replacements under this warranty **shall** be at no expense to the County. Details of the warranty will be submitted on Company letterhead at the time of the proposal submittal.

**Support and Maintenance:**

**BULLETED PARAGRAPH REVISED BY ADDENDUM # 002**

- Support must be available 24 **hours** x 7 **days a week**, 365 **days a year** including holidays.
- Response and resolution times must conform to Clay County "Incident Response Standards" shown in this document.

**Preliminary Site Installations and Pricing Proposal:**

The following is a preliminary listing of the proposed installations. The list is not all-inclusive or definitive. The information is provided only as a guide for the Vendor to evaluate the current SOW Project and respond to the RFP appropriately. Locations are subject to change at the discretion of Clay County.

Exact sizes and configuration of Buildings will be viewable at Pre-proposal meetings.

Site Name	Address	Zip Code	Number of Devices
R. Kenneth Elliott Children’s Justice Center	351 E. Kansas, Liberty, MO	64068	TBP
James S. Rooney Justice Center	11 S. Water St., Liberty, MO	64068	TBP
Clay County Administration Building	1 Courthouse Sq., Liberty, MO	64068	TBP
Facilities Management	115 S. Main St., Liberty, MO	64068	TBP
Shrader Building	234 W. Shrader, Liberty, MO	64068	TBP
Public Safety Building	12 S. Water St., Liberty, MO	64068	TBP
Clay County West Side Annex	1901 NE 48 <sup>th</sup> St., KC, MO	64118	TBP
Department of Highways and Transportation	16616 NE 116 <sup>th</sup> St., Kearney, MO	64060	TBP
Midwest National Airport, Emergency Management	13106 Rhodus Road, Excelsior Springs, MO	64024	TBP
Department of Parks, Recreation & Historic Sites	17201 Paradesian, Smithville, MO	64089	TBP

*\*TBP – to be proposed by vendor.*

Vendors Initials \_\_\_\_\_

**PARAGRAPH REVISED BY ADDENDUM # 002****PRICING:**

**Vendor shall submit a separate turnkey price proposal for designing and installing an electronic surveillance and security control systems at the R. Kenneth Elliott Children's Justice Center, James S. Rooney Justice Center and Clay County Administration Building.** Clay County anticipates that these projects will be the first projects assigned to the new contract. *The vendor should submit an itemized pricing proposal based on the vendor's expert opinion on what these three (3) facilities need to resolve their security issues and concerns. The expert recommendation shall not necessarily be the final configuration of the security system for these building facilities, but instead shall be the basis of further negotiation. The final security system configuration for each building facility shall be mutually agreed to between the facility and the contractor.*

*The submitted RFP proposal price shall be for evaluation purposes only for Pricing Tables 1 through 3; however, if the proposed security solution configuration is determined to be the desired configuration for that particular project area, the contractor shall be required to adhere to the pricing proposed. The vendor must quote all equipment, products, and services necessary to fulfill the mandatory requirements of the RFP.*

**Unless stated in Pricing Tables 1 through 4, the County shall assume that absolutely no other fees or charges, including upgrade fees, shall be assessed to the County whatsoever in connection with the security system provided herein and to satisfy the RFP requirements.**

*The vendor should quote both the proposed quantities and the unit price for each line item. In Pricing Table 5, the vendor should provide optional features, expansion options and/or enhancements for the proposed system solutions. Though it is not the intent of this RFP to replace existing fire alarm systems, the offeror may propose such fire alarm systems in Pricing Table 5.*

*The contractor shall provide products/services on an as needed, if needed basis. Clay County shall not guarantee any usage of the products and/or services whatsoever.*

**Vendor should also provide estimated pricing for all other *location* areas included in the above list and/or pre-proposal meeting and tour.**

**PARAGRAPHS ADDED BY ADDENDUM # 002****Offeror's Contacts:**

*Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record, Ethel Kitchell, indicated on the first page of this RFP. Inappropriate contacts with any other Clay County employee concerning this RFP and its evaluation are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.*

**Estimated Quantities:**

*The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. Clay County makes no guarantees about single order quantities or total aggregate order quantities.*

**Reference: Incident Response Standards**

Support must be available 24 X 7 X 365 days per year including holidays and must conform to the response/resolution requirements shown below.

**TABLE REVISED BY ADDENDUM # 002**

Severity Definition	Vendor Response Time	Status Update	Resolution Time	Incident Resolution
<p><u>Severity 1: Critical</u> The failure is impacting all installed sites. No procedural workaround exists for the problem and Clay County is unable to use the remote surveillance system.</p>	<p>One (1) hour by telephone; work commences at time of Clay County contact to the Vendor.</p>	<p>Every two (2) hours</p>	<p>Resolution within four (4) hours of initial notification.</p>	<p>Vendor shall provide a program correction, temporary hardware replacement or a procedure for Clay County to bypass or work around the failure in order to resume operations. If a bypass procedure or temporary replacement is utilized, Vendor shall continue error correction activity, on a high priority basis, until a permanent solution is provided.</p>
<p><u>Severity 2: Severe</u> The failure is impacting one or more installed sites. Operations are disrupted however there is a capacity to continue normal operations at other installed sites.</p>	<p>Two (2) hours by telephone; work commences within (4) hours.</p>	<p>Once per business day.</p>	<p>Resolution within eight (8) hours of initial notification.</p>	<p>Vendor shall provide a program correction, temporary hardware replacement or a procedure for Clay County to bypass or work around the failure in order to resume operations. If a bypass procedure or temporary replacement is utilized, Vendor shall continue error correction activity, on a high priority basis, until a permanent solution is provided.</p>

Severity Definition	Vendor Response Time	Status Update	Resolution Time	Incident Resolution
<p><u>Severity 3: Moderate</u> The failure is impairing operations at one site, although the system is still running. The surveillance system is unable to perform some portion of its operation; however the majority of operations at the site are still functional.</p>	<p>Four (4) hours by telephone; work commences within one (1) business day.</p>	<p>Once per business day.</p>	<p>Resolution within two (2) business days of initial notification.</p>	<p>Vendor shall provide repair or replacement of failing component or provide a date for when a software patch <i>shall</i> be issued. <i>The software patch issuance timeframe must be mutually agreed to between the County and the contractor. In no event shall a software patch issuance exceed two (2) months.</i></p>

**PARAGRAPH ADDED AND BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Applicable Codes and Standards:**

***Vendor shall provide equipment and/or services that meet or exceed the following specifications:***

- Materials and workmanship shall conform to the latest issue of all industry standards, publications, or Regulations reference in this Section, and with the following Codes and Standards, as applicable.
- All equipment shall be listed and classified by Underwriter’s Laboratories, as suitable for its intended use and all work is to be performed in accordance with the National Building Codes.
- The Vendor shall obtain and pay for all permits required by this Contract. Vendor shall further request all required inspections and obtain those approvals required.
- The Vendor **must** possess all necessary valid state licenses necessary to perform the services requested in these specifications.
- Materials, equipment, and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local Laws, Ordinances, Regulations, etc.
- All work shall be executed in a workmanlike manner and shall present a neat and mechanical appearance when completed.
- Vendor **shall provide for** proper disposal of all waste and construction related materials. Vendor shall dispose of any hazardous materials related to this project in accordance **with** all applicable state and local laws. Vendor shall provide needed coverings and protections for building interior and exterior surfaces that are impacted by construction activities.
- The County buildings are occupied buildings and as such may require certain work to be conducted during non-occupied hours or weekends. All demolition and construction activities shall be coordinated through the **Clay County’s Assistant County Administrator – Facilities** (CCACAF) or designee.
- Equipment and materials used shall be standard components that are manufactured and available for purchase as standard replacement parts as long as the product is commercially available from the manufacturer.
- New equipment shall, at a minimum, integrate seamlessly with existing security access equipment currently in use by Clay County. Vendor shall clearly identify any anticipated conflicts or inability to integrate systems.

Vendors Initials\_\_\_\_\_

- Submission of specifications for equipment shall be required. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable.

**Submittals:**

**PARAGRAPHS ADDED AND BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

***Vendor should provide the following information with their proposal response:***

- Product Data - Provide manufacturer's data sheets showing product appearance, electrical characteristics, and connection requirements.
- Project Documents - Include "as-built" conduit and cable routing, and cable types on any provided floor plans.
- Operational Data - Provide operating instructions, detailed for the specific project
- Equipment Data - Provide manufacturer data sheets or catalog sheets for each type of equipment provided
- Spare Parts Data - Provide manufacturer's recommended spare parts list, including quantity, and any equipment replacement schedules, as applicable.
- Supplier Data - Provide system manufacturer and local service organization information. Include contact, phone numbers, and addresses, as applicable.
- Vendor ***should*** supply with their proposal latest printed specifications and advertising literature on the equipment they propose to furnish.
- Vendor ***should*** supply one (1) parts book, one (1) service and repair manuals and one (1) operator's manual.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

**BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Warranty:**

- Vendor shall guarantee the system for a minimum period of one (1) year from the date of final acceptance of the system ***at each building facility installation. The contractor shall warrant that the software, equipment, and services that comprise the security solution shall conform to the mandatory technical and performance requirements described in this RFP. The contractor shall also warrant that the security solution shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the software and equipment.*** Any additional manufacturer warranty periods ***(if any) must*** be listed ***within the vendor's RFP proposal response.*** Any defective equipment, material, or software shall be replaced at no cost to the Owner during this warranty period
- Warranty ***shall*** commence on the date of final acceptance of each card reader location, camera, digital video recorder or duress installation.
- Vendor shall guarantee all wiring and raceways to be free from inherent mechanical or electrical defects for a minimum period of one (1) year from the date of final acceptance of the system ***at each building facility installation.*** Any defective material and/or labor shall be replaced at no cost to Clay County.

**BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002****Qualifications:**

- ***The vendor's company shall have*** a minimum of three (3) years' experience ***in the provision of the software and equipment for the proposed solutions in the security surveillance industry.*** The company shall have service facilities within fifty (50) miles of Project.
- Installer - Company specializing in installing the products specified in this section ***must have a*** minimum two (2) years documented ***security system installation*** experience. The company shall be licensed and insured to work in Missouri.
- Vendor should be a stocking distributor and/or authorized reseller of equipment, components and software identical to, or directly substitutable to, those recommended in the proposed solution.
- Vendor should be able to provide remote diagnostics, support and upgrades.
- Vendor must be able to provide 24-hour emergency replacement or loan of any critical system component except system server.

**BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002****Services and Commencement of Work:**

- ***The vendor shall provide*** systematic ***and*** routine maintenance visits ***that shall be*** coordinated with the ***Building Facility Administrator or other designee.*** In addition, ***the vendor shall*** respond to service calls within 24 hours of notification of system trouble. ***The vendor shall*** adjust and replace defective parts and components with original manufacturer's replacement parts, components, and supplies.
- ***The vendor shall*** perform services within the above one (1) year period, not classified as routine maintenance or as warranty work, when authorized in writing by the ***authorized Building Facility Administrator or other designee.*** Compensation for additional services shall be agreed upon in writing, prior to performing any additional services. Based upon prices quoted in RFP.
- Each individual equipment installation job will be identified by Clay County's Assistant County Administrator - Facilities (CCACAF) or designee and the successful Vendor will be advised to provide an estimate of time and material required to complete each job prior to performing any actual work.
- No work ***shall*** begin without written authorization from the CCACAF. Vendor must not commence any billable work prior to the Clay County's execution of the agreement and authorization from its CCACAF. Work done prior to these circumstances shall be at the Vendor's risk.

**PARAGRAPH ADDED BY ADDENDUM # 002**

***The evaluation of the functional/technical capabilities of the products and services offered shall be subjective based on the specifications and requirements stated herein. Therefore, the offeror should present detailed descriptions of all products/services proposed. The following information should be provided by the offeror in order to verify the functional/technical capabilities of the proposed system solutions. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.***

**BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002****Network Support and Specifications:**

- Describe the recommended proposed/required system architecture (two-tier client server, three or n-tier client server, Web browser based environment, etc.)
- Provide detailed server specifications necessary to support the recommended solution including backup including, but not limited to, processors, memory (RAM), DVD+R/+RW, storage.

- Minimum and recommended requirements for any required application server(s) for the proposed solution. Specify OS/NOS, service levels/packs required, additional software, additional hardware, 32/64 bit, etc.
- Amount of storage required for video and access control capture and ratio of compression if video is compressed.
- Provide hardware requirements for Audible and Visual Warning Systems.
- Provide a separate discussion on the following topics; documentation (Administrator, End User, Technical, Online), license management, license support agreements (including severity levels and response times), future release expectations/schedule, future direction of application(s) proposed, bug fixes, and any 3rd party software requirements for integration.
- Vendors should clearly identify any continuing **technical** support requirements, **provisions** and the cost associated with such **support**. Vendors should identify any 3rd party software requirements and costs necessary for integration.
- To control costs Clay County may, at its sole discretion, provide any necessary servers, desktop computers and monitors. Vendor shall clearly identify all computer equipment, software, remote video surveillance system hardware, mounting poles, mounting hardware, electrical requirements, installation, testing, training and on-site **as well as remote help desk** support **necessary to fulfill the mandatory requirements of the RFP. The vendor should describe the types of support, timeframes, coverage periods, and durations of the support services (i.e., installation, testing, training, maintenance, helpdesk, etc.). The vendor should identify any limitations or restrictions as well as the County's responsibilities pertaining to the technical support coverage.**

**BULLETED PARAGRAPHS REVISED BY ADDENDUM # 002**

**Project Management and Schedule with Milestones:**

- Provide a detailed overview of the methods for managing communications, scope, cost, time, quality, change, risk and the overall customer relationship used by your company.
- Provide a detailed discussion of your project lifecycle methodologies.
- Provide a project schedule **for the proposed system solutions for each of following facilities: the R. Kenneth Elliott Children's Justice Center, James S. Rooney Justice Center and Clay County Administration Building. The project schedules should** include significant tasks with milestones in Microsoft Project 2003 or higher format. **NOTE: for evaluation purposes only, the vendor should assume that the Children's Justice Center's security solution will be implemented first with the other two facilities being implemented in the later phases within the five (5) year plan. The proposed project schedules should show all three facilities security solutions being implemented within that 5 year period, but not all at once in order to distribute the costs of such implementations over the 5 year period.**
- Vendors should illustrate their project management approach and describe their project lifecycle for the implementation of their product, including the timing of deliveries, training, and expected effort from the County. Include tasks to be performed by the County.
- Provide information on any issues or assumptions that are being made that could affect the outcome of the engagement.
- Any miscellaneous information relevant to the project not included in a previous section may be included in this section.
- Vendor **should** answer all questions in Attachment B of this RFP.

**PARAGRAPH ADDED BY ADDENDUM # 002**

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

**WORKING WITHIN SECURED AREAS:** A portion of the work may be performed within secured areas. The following pertains to all work in a secure area:

**Security:** Vendor shall, one (1) week prior to starting work, supply the completed Criminal History and Background information forms (sample attached) for all their employees and subcontractor employees who may be working at a secured jobsite.

Vendor will be required to perform all work in keeping with Clay County security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their company to ensure that Facilities' dress codes and overall policies are followed.

**Notice Warning:** Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

**PARAGRAPH REVISED BY ADDENDUM # 002**

**Contraband:** Contraband *shall* mean any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

A person, not otherwise authorized by law, commits promoting contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

**PARAGRAPH REVISED BY ADDENDUM # 002**

Vendor *shall* provide Clay County with a complete list of all persons duly authorized to work on this project. Only those persons *shall* be allowed to work within secured areas. All Vendor personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by Clay County. Clay County may issue temporary identification cards, which *shall* be kept by its security personnel and issued and collected on a daily basis.

**PARAGRAPH REVISED BY ADDENDUM # 002**

Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. Clay County's security personnel may conduct searches of vendor personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Vendor personnel *shall be* restricted. Such use must be approved on a case-by-case basis.

Clay County may require Vendor to remove any worker who has been convicted of a felony, who is a family member of a detainee, or who violates any provision of this Article.

Work being performed within certain areas may require an escort provided by Clay County. These areas shall not be entered into without an escort. Work within these areas may be restricted to spaces that can be observed by the escort.

**PARAGRAPH REVISED BY ADDENDUM # 002**

All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to Clay County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. Vendor **shall be** responsible for proper storage of tools and equipment when in a secured area and shall immediately report all broken tools and equipment to the security personnel.

**PARAGRAPH REVISED BY ADDENDUM # 002**

A designated area outside of the secured area **shall** be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Vendor, and under the supervision of Clay County's security personnel. Equipment and/or supplies shall immediately be loaded or unload onto vehicles and trucks removed from secured areas.

**PARAGRAPH REVISED BY ADDENDUM # 002**

Workers shall not talk to, signal, whistle, or in any way attract the attention of any detainee, and shall restrict their movements to the project area. Nothing shall be taken from or given to a detainee. Detainees **shall** not help workmen in any way. Workers shall promptly notify their supervisor or Clay County's security personnel of all unusual happenings pertaining to the detainees.

Within secured areas, Clay County will designate washing and toilet facilities for Vendor's use.

**APPROVAL FOR BACKGROUND INVESTIGATION,  
CRIMINAL HISTORY AND DRIVERS LICENSE CHECK**

As an employee for a company under agreement with Clay County, I realize that a background investigation, criminal history, and driver's license check will be done before I can work in a secure area for Clay County. I hereby authorize the Clay County to search any law enforcement database to conduct a background investigation, criminal history, and driver's license check of me.

List ALL names you have ever used:

Name: \_\_\_\_\_  
(PRINT)      LAST                      FIRST                      MIDDLE

Name: \_\_\_\_\_  
(PRINT)      LAST                      FIRST                      MIDDLE

Address: \_\_\_\_\_ Apt.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

## PART II

**Section 3.0 INSTRUCTIONS TO PROPOSERS:****PARAGRAPHS REVISED AND ADDED BY ADDENDUM # 002****MINIMUM QUALIFICATIONS:**

*The vendor should provide relevant information as it pertains to the vendor's qualifications as listed in paragraph (a):*

- (a) *The vendor must have proven experience of a similar nature and complexity (in scope, size, responsibility and technologies involved as described in this RFP) with at least two (2) public entities during the past five (5) years.*
- (b) *Three (3) references verifying the vendor's experience specified in the paragraph (a) above. The references must be separate, unique public entities (i.e., not all from the Clay County Highway Department, or from the Correctional Centers, etc.).*

**Selection Process:**

The proposals will be evaluated by a Selection Committee. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The County reserves the right to obtain written clarification on proposals submitted. The Selection Committee may request additional submittal information to assist in the evaluation process. Interviews may be scheduled and conducted to assist in the final selection decision.

**PARAGRAPH REVISED BY ADDENDUM # 002***Step One: Evaluation of Responsive Proposals*

The County may use sources of information not supplied by the Vendor concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from trade magazines; news releases and related publications; **internet resources**, articles from other published sources such as industry newsletters or from non-published sources made available to the County.

Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

**Step One: Evaluation of Responsive Proposals**

The proposals will be evaluated by a Selection Committee. Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

- 1) Evidence of Experience & References with similar services
- 2) Expertise of Vendor's Personnel
- 3) Applicable Resources
- 4) Project Approach
- 5) Cost

Vendors Initials\_\_\_\_\_

**Step Two: Short List Interviews****PARAGRAPH REVISED BY ADDENDUM # 002**

The tabulation and evaluation of the proposal ranking sheet shall produce a list of the top rated proposals. *The Selection Committee may select **no more than the top three (3) highest ranked proposals** for interviews (short list). **At the sole discretion of the Selection Committee, the committee may choose to interview additional vendors who submitted a proposal response if it is deemed in the best interests of the County.***

At the request of the selection committee, the County Purchasing Agent **may** elect to conduct interviews of qualified Vendors to assist in making a final decision.

*Step Two: Short List for Interviews*

**PARAGRAPH REVISED BY ADDENDUM # 002**

Short-listed Vendors may be required to provide a presentation on their application(s). Additionally short-listed Vendors **may be required to** provide a list of local clients **(within the state of Missouri or Kansas) with similarly proposed security systems** where the County may conduct site visit(s) and see the entire surveillance system, including but not limited to video output, annunciation devices, video analytics, recording devices and other system related equipment in actual operation. The County **may** use the information provided in the RFP document and the site visit(s) to evaluate the technical capabilities of the proposed system.

**PARAGRAPH REVISED BY ADDENDUM # 002****Vendor's Cost to Develop Proposal:**

All costs for preparing and submitting proposals in response to this RFP **shall** be the responsibility of the contractor and **shall not** be chargeable in any manner to the County.

**Instructions for Responding to this Request For Proposal:**

- (a) Proposals must be completed in full (all pages of the RFP) must be submitted/returned as instructed.
- (b) A total of four (4) signed proposals must be submitted/returned along with an equal number of each signed addenda (if applicable). One (1) original clearly marked "**Original**", and three (3) copies, must be submitted. Proposals received that do not include all required documents and signatures may be considered non-responsive.
  - 1) **When submitting their response, the vendor should also include an electronic version (preferably in MS Word/Excel format on CD or preferably flash drive) of their entire proposal.**
- (c) **The vendor should ensure all copies and all media are identical to the vendor's hardcopy original proposal. In case of a discrepancy, the original hardcopy shall govern.**
- (d) **All pages of the entire proposal should be page numbered in some fashion for easy reference.**

**PARAGRAPH REVISED AND ADDED BY ADDENDUM # 002****Conflict of Interest:**

***The vendor certifies that no assistance in preparing the response was received from any current or former employee of Clay County whose duties relate/were related to this RFP, unless such assistance was provided by the county employee in his or her official public capacity, and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP.***

Vendors Initials \_\_\_\_\_

*The offeror must state whether the offeror or any employee of the offeror who is part of the offeror's bidding/proposal section and all proposed personnel that are anticipated to be assigned to the project who are directly involved in providing on-site services is related by blood or marriage to a Clay County employee or resides with a Clay County employee. If there are such relationships, list the names and relationships of said parties and include the position and responsibilities in the offeror's organization of such employees. The proposal must state the employees' titles.*

**PARAGRAPH REVISED BY ADDENDUM # 002**

Yearly Option:

- (a) Adjustment in cost at the beginning of each one year period **shall** be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- (b) If the Vendor requests an increase in compensation for any yearly period, the Vendor shall notify the Purchasing Agent no less than sixty (60) days prior to the end of the agreement period, and shall provide evidence to the satisfaction of the Purchasing Agent of increased costs incurred by the Vendor for any element of the RFP for which an increase is requested.



# SAMPLE AGREEMENT Clay County, Missouri

The County has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The County reserves the right to submit an agreement which differs from the following example.

RESOLUTION/AGREEMENT #2014-XXX  
**RFP No. 13-14**

This **AGREEMENT**, made and entered into this **DATE** day of **MONTH** 20\_\_\_, by and between Clay County, Missouri, hereinafter referred to as "County," and **XYZ Company**, a corporation in the State of **STATE**, hereafter referred to as "Vendor." Witnesseth, that:

**WHEREAS, Vendor** has offered to provide the services described in Exhibit A, in consideration of the payment terms/fee schedule(s) described in Exhibit B, subject to the General Conditions described in Exhibit C; and

**WHEREAS,** The County desires to engage Vendor to provide such services.

**NOW, THEREFORE,** in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The County employs vendor to provide the services hereinafter set forth.
2. **SERVICES:** The Vendor represents that it is equipped, competent, and able to provide, and that it will provide all services hereinafter set forth in a diligent, competent, and workmanlike manner. Contractor will provide all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County's Request for Proposal No. 13-14 (hereinafter "RFP"); the Contractor's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms/Fee Schedule(s), attached hereto as Exhibit B; and General Terms and Conditions, attached hereto as Exhibit C. In the event of any conflict between provisions in the exhibits attached herein, the provisions set forth in Exhibit C shall control.
3. **PAYMENT AND ADDITIONAL SERVICES:** If additional services are requested by the County, the Vendor will prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the vendor for such approved additional services shall not exceed the approved amount. Vendor's fees for additional services shall be billed on an hourly basis at Vendors's current standard rates.
4. **TERM:** This agreement is for five (5) consecutive one- year periods. Agreement shall be from **MONTH, DAY, YEAR** to **MONTH, DAY, YEAR**. Any increase in cost; fees, expenses and or hourly rates identified at the beginning of each period must be mutually agreed upon by both parties.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission and the Vendor.

**WITNESS WHEREOF,** the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

**Approved:**

\_\_\_\_\_  
County Counselor

**ATTEST:**

By: \_\_\_\_\_

Clerk of the County Commission

Vendors Initials \_\_\_\_\_

**COUNTY OF CLAY, MISSOURI  
COUNTY COMMISSION**

By: \_\_\_\_\_  
Presiding Commissioner

Name: \_\_\_\_\_

**VENDOR:**

By: \_\_\_\_\_

**ENCLOSURE I  
PROPOSAL RANKING SHEET**

SCORING RANGES

	35 Point Questions	20 Point Questions	15 Point Questions	10 Point Questions
Outstanding	30 – 35	17 – 20	14-15	9 – 10
Exceeds Acceptable	20 – 25	13 – 16	11-13	7 – 8
Acceptable	14 – 19	9 – 12	7-10	5 – 6
Marginal	0 – 13	0 – 8	0-6	0 – 4

	Evaluation Criteria	Maximum Points	Score
1.	<p>Evidence of Experience &amp; References with similar services Consider experience and references listed by the Vendor. Is the Vendor experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>Familiarity and experience with similar services</li> </ul>	20	
2.	<p>Expertise of Vendor’s Personnel Consider comparable experience and background of specific personnel that shall be assigned to Clay County’s services. Also consider the specific involvement of those persons in services listed. Experience on services of similar scope and size:</p> <ul style="list-style-type: none"> <li>Project Manager</li> <li>Project team</li> </ul>	10	
3.	<p>Applicable Resources Evaluate the extent of applicable resources available to the vendor to provide Clay County’s services.</p> <ul style="list-style-type: none"> <li>Standard Quality Assurance/Quality Control program or procedures the contractor has in place</li> <li>Adequacy of proposed team/resources to provide the services</li> </ul>	20	
4.	<p>Project Approach Evaluate the vendor’s approach to and understanding of the Scope of Services required in the RFP.</p> <ul style="list-style-type: none"> <li>Project schedule and detailed approach is reasonable/responsive to Clay County’s needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the services</li> <li>Adequacy of proposed communications process</li> <li>Unique approaches that have been successful elsewhere.</li> </ul>	35	
5.	<p>Cost</p> <ul style="list-style-type: none"> <li>Determination of cost and pricing data</li> </ul>	15	
		<b>TOTAL POINTS (100)</b>	

**ENCLOSURE II  
INTERVIEW RANKING SHEET**

**SCORING RANGES**

	35 Point Questions	20 Point Questions	15 Point Questions	10 Point Questions
Outstanding	30 – 35	17 – 20	14-15	9 – 10
Exceeds Acceptable	20 – 25	13 – 16	11-13	7 – 8
Acceptable	14 – 19	9 – 12	7-10	5 – 6
Marginal	0 – 13	0 – 8	0-6	0 – 4

	Evaluation Criteria	Maximum Points	Score
1.	<p>Evidence of Experience &amp; References with similar services Consider experience and references listed by the Vendor. Is the Vendor experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>Familiarity and experience with similar services</li> </ul>	20	
2.	<p>Expertise of Vendor’s Personnel Consider comparable experience and background of specific personnel that shall be assigned to Clay County’s services. Also consider the specific involvement of those persons in services listed. Experience on services of similar scope and size:</p> <ul style="list-style-type: none"> <li>Project Manager</li> <li>Project team</li> </ul>	10	
3.	<p>Applicable Resources Evaluate the extent of applicable resources available to the vendor to provide Clay County’s services.</p> <ul style="list-style-type: none"> <li>Standard Quality Assurance/Quality Control program or procedures the contractor has in place</li> <li>Adequacy of proposed team/resources to provide the services</li> </ul>	20	
4.	<p>Project Approach Evaluate the vendor’s approach to and understanding of the Scope of Services required in the RFP.</p> <ul style="list-style-type: none"> <li>Project schedule and detailed approach is reasonable/responsive to Clay County’s needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the services</li> <li>Adequacy of proposed communications process</li> <li>Unique approaches that have been successful elsewhere.</li> </ul>	35	
5.	<p>Cost</p> <ul style="list-style-type: none"> <li>Determination of cost and pricing data</li> </ul>	15	
		<b>TOTAL POINTS (100)</b>	

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**PARAGRAPHS REVISED AND ADDED BY ADDENDUM # 002**

Cost **shall** include all related cost associated with the project; to include products (e.g. hardware/software etc.), personnel, total hours and service related expenses. Do not include maintenance cost (if applicable). Maintenance cost shall be its own line item.

*The vendor should submit an itemized pricing proposal based on the vendor’s expert opinion on what these three (3) facilities need to resolve their security issues and concerns. The expert recommendation shall not necessarily be the final configuration of the security system for these building facilities, but instead shall be the basis of further negotiation. The final security system configuration for each building facility shall be mutually agreed to between the facility and the contractor.*

*The submitted RFP proposal price shall be for evaluation purposes only. The vendor must quote all equipment, products, and services necessary to fulfill the mandatory requirements of the RFP.*

*The offeror shall complete the following pricing tables (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the requirements of the RFP.*

**PRICING TABLES REVISED AND ADDED BY ADDENDUM # 002**

**PRICING TABLE 1**

**BUILDING/AREA:** R. Kenneth Elliott Children’s Justice Center

Description	Unit of Measure	Unit Cost	Quantity	Extended Costs
<b>Software:</b> (describe below to include version/release number, features, etc)	Total	\$ _____		\$ _____
<b>*Equipment:</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
<b>System Installation</b>	Total	\$ _____		\$ _____
<b>On-site Training (6 trainees)</b>	Each Session	\$ _____		\$ _____
<b>Software Maintenance</b>	Each Year	\$ _____		\$ _____
<b>Equipment Maintenance:</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each Year	\$ _____		\$ _____
	Each year	\$ _____		\$ _____
	Each Year	\$ _____		\$ _____
	Each Year	\$ _____		\$ _____
<b>Other Required Costs</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
<b>GRAND PROJECT TOTAL:</b>				\$ _____

**\*NOTE:** for all hardware equipment listed, the offeror should complete the Buy American Form provided in Attachment D.

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**PRICING TABLE 2**

**BUILDING/AREA:** James S. Rooney Justice Center

Description	Unit of Measure	Unit Cost	Quantity	Extended Costs
<b>Software:</b> (describe below to include version/release number, features, etc)	Total	\$ _____		\$ _____
<b>*Equipment:</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
<b>System Installation</b>	Total	\$ _____		\$ _____
<b>On-site Training (6 trainees)</b>	Each Session	\$ _____		\$ _____
<b>Software Maintenance</b>	Each Year	\$ _____		\$ _____
<b>Equipment Maintenance:</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each Year	\$ _____		\$ _____
	Each year	\$ _____		\$ _____
	Each Year	\$ _____		\$ _____
	Each Year	\$ _____		\$ _____
<b>Other Required Costs</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
<b>GRAND PROJECT TOTAL:</b>				\$ _____

**\*NOTE:** for all hardware equipment listed, the offeror should complete the Buy American Form provided in Attachment D.

**PRICING TABLE 3**

**BUILDING/AREA:** Clay County Administration Building

Description	Unit of Measure	Unit Cost	Quantity	Extended Costs
<b>Software:</b> (describe below to include version/release number, features, etc)	Total	\$ _____		\$ _____
<b>*Equipment:</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
<b>System Installation</b>	Total	\$ _____		\$ _____
<b>On-site Training (6 trainees)</b>	Each Session	\$ _____		\$ _____
<b>Software Maintenance</b>	Each Year	\$ _____		\$ _____
<b>Equipment Maintenance:</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each Year	\$ _____		\$ _____
	Each year	\$ _____		\$ _____
	Each Year	\$ _____		\$ _____
	Each Year	\$ _____		\$ _____
<b>Other Required Costs</b> (provide itemized list and descriptions). Insert additional rows if needed.				
	Each	\$ _____		\$ _____
	Each	\$ _____		\$ _____
<b>GRAND PROJECT TOTAL:</b>				\$ _____

**\*NOTE:** for all hardware equipment listed, the offeror should complete the Buy American Form provided in Attachment D.



**PRICING TABLE 6**

**FEE SCHEDULE**

**TASK/PERSONNEL BREAKDOWN  
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES**

<b>PERSONNEL CLASSIFICATION</b>	<b>TYPICAL WORK TASKS</b>	<b>HOURLY RATE</b>

## PART III

**Section 4.0 GENERAL TERMS & CONDITIONS:****PARAGRAPHS REVISED AND ADDED BY ADDENDUM # 002**1. **DEFINITIONS AS USED HEREIN:**

- (a) The term "request for proposal" means a solicitation of a formal, sealed proposal.
- (b) The term "proposer", "**offeror**" "contractor", "firm", "service provider" or "vendor" means the person, firm or corporation who submits a formal sealed proposal.
- (c) The term "County" means Clay County, Missouri.
- (d) The term "County Commission" means the governing body of Clay County, Missouri.
- (e) The term "contractor", "firm", "provider" or "vendor" means the proposer awarded a contract under this proposal.
- (f) ***The term "may" means that a certain feature, component, or action is permissible, but not required.***
- (g) ***The term "must" means that a certain feature, component, or action is a mandatory condition.***
- (h) ***The term "shall" has the same meaning as the word must.***
- (i) ***The term "should" means that a certain feature, component and/or action is desirable but not mandatory.***

2. **SCOPE:** The following terms and conditions, unless otherwise modified by Clay County, Missouri, within this document, shall govern the submission of proposals and subsequent agreements. Clay County, Missouri reserves the right to reject any proposal that takes exception to these conditions.

3. Completing Proposal: **All proposal documents must be submitted in full (all pages of the RFP shall be either signed or initialed) to be considered responsive.** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the proposer and required information must be provided. The contents of the proposal submitted by the successful proposer of this RFP shall include **all** proposal documents and **shall** become a part of any agreement award as a result of this solicitation. Proposer shall initial all pages where the document denotes "Vendor's Initials:\_\_\_\_". Any proposals not complying to this condition may be considered non-responsive and rejected.

4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted to Ethel Kitchell, Procurement Officer, 1 Courthouse Square, Liberty, MO 64068, or in email to: [ekitchell@claycountymo.gov](mailto:ekitchell@claycountymo.gov) referencing this RFP number, a minimum of five (5) calendar days prior to the proposal closing date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the County in the form of an addendum addressed to all prospective respondents.

**PARAGRAPH ADDED BY ADDENDUM # 002**

5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project. All proposals submitted in response to this RFP shall become the property of the County and a matter of public record.

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All proposals and supporting documents will remain confidential until a final agreement has been executed. Contractors must identify all copyrighted material, trade secrets or other proprietary

information that they claim are exempt from disclosure. In the event such an exemption is claimed, the contractor shall be requested to state in the proposal that they will defend any action.

*The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes), which may be viewed at the following web site link: <http://www.moga.mo.gov/statutes/C600-699/610000021.HTM>. The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute should be separated, sealed and clearly marked as confidential. Also, the offeror should provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.*

**PARAGRAPH REVISED BY ADDENDUM # 002**

6. **SUBMISSION OF PROPOSAL:** Proposals *must* be sealed and submitted to the Purchasing Department, Attn: Ethel Kitchell, Procurement Officer, Administration Building, 3<sup>rd</sup> fl., 1 Courthouse Square, Liberty, MO 64068, prior to the date and time indicated on the title/signature page. *All proposals packages should* have your name and address in the UPPER left corner. Proposals *packages* must have RFP number and due date on the outside of the *proposal package*/express mail envelope. Vendor must allow sufficient time for processing through the County's internal mailroom system. Electronic or faxed proposals *shall not* be considered unless authorized by the Request for Proposal. At *the proposal open date and time*, all proposals received will be formally opened. *The proposal opening shall consist of only the name and address recording of proposers.*

**PARAGRAPH REVISED BY ADDENDUM # 002**

7. **RFP EXPIRATION:**
- (a) All RFPs shall be considered as firm for a period of one hundred twenty (120) calendar days, commencing the date and time of the RFP closing and expiring at 5:00 p.m. of the last day. If County extends a closing date through an addendum; the one hundred twenty (120) calendar days shall start from the extended closing date.
- (b) Unless withdrawn, as provided in this RFP, a Proposal *shall be* binding on the Vendor, and may be received by the County at any time up to and including the proposed RFP closing date.

**PARAGRAPH REVISED BY ADDENDUM # 002**

8. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing Department in the form of a written addendum. *The vendor should* submit equal number of signed addendum with the number of proposals required. Verbal responses and/or representations shall not be binding on the County. If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any pre-proposal meeting, the revisions will be provided only to those vendors who attended the pre-proposal meeting.

9. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the title/signature page shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Department prior to the proposal submission deadline. Each Vendor may submit only one (1) response to this proposal.

**PARAGRAPH REVISED BY ADDENDUM # 002**

10. **NEGOTIATION:**
- (a) The County *shall have* the right to negotiate any and all elements of this proposal.
- (b) The County *shall have* right to award an agreement based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a vendor should submit their initial proposal on the most favorable terms possible to the County. However, should only one proposal be received by the County, the County may, but is not obligated to, conduct negotiations with this Vendor whose Proposal, in the opinion of the County, is competitive or may best meet the needs of the County.
- (c) The County may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.
- (d) If the County chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The County reserves the right to follow negotiations with a request for submission of a best and final Proposal.
11. **NON-EXCLUSIVE SERVICES AGREEMENT:** The parties agree that no terms of the Agreement or Attached Exhibits shall be deemed to create an exclusive agreement. Clay County retains the discretionary right to elect to bid or negotiate with other vendors for any project or services.
12. **INVOICING AND PAYMENTS:**  
Invoices shall be submitted to: Clay County Facilities Management,  
Attn: Assistant County Administrator- Facilities ,115 S. Main, Liberty, MO 64068  
Invoices shall contain the following information: agreement number, description of services and prices. Invoices for newly installed equipment shall list materials and labor unit costs, clearly stated by location.

**PARAGRAPH REVISED BY ADDENDUM # 002**

13. **TAX EXEMPT:** The County and its Departments are exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to *have been accomplished within the state of Missouri.*

**PARAGRAPH REVISED BY ADDENDUM # 002**

14. **FUND ALLOCATION:** Continuance of any resulting Resolution, Agreement or issuance of Purchase Order *shall be* contingent upon the available funding and allocation of County funds. The Vendor understands that the obligation of the County to pay for goods and/or services under the agreement

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**shall be** limited to payment from available revenues and shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the County, and all provisions of the contract shall be construed so as to give effect to such intent.

15. **BREACH, RIGHT TO CURE AND TERMINATION:** In addition to other remedies available to the parties pursuant to this RFP and/or Agreement, the parties may address the breach of this agreement in the following manner:
- A. **TERMINATION FOR CONVENIENCE.** Either party may terminate this agreement upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the County until said work or services are completed and accepted.
  - B. **BREACH AND RIGHT TO CURE.** If, in the sole discretion and judgment of the County, the County believes that the Vendor is in breach of this agreement, including a breach of the terms of this agreement, the filing of a petition in bankruptcy or any conduct which affects the County's property or the health, safety or well-being of any person, the following terms shall apply:
    - 1. The County shall send written notice to the Vendor setting forth the breach and requesting that such breach be cured.
    - 2. Vendor shall have 30 days from the date of the notice to cure such breach to the satisfaction of the County.
    - 3. If, after sending such written notice, the breach has not been cured within 30 days to the satisfaction of County, the County may then send a written notice of default to County.
  - C. **NOTICE OF DEFAULT.** If the County sends a notice of default to Vendor, Vendor shall have 10 days from the date of the notice to cure such breach to the satisfaction of the County. In the event Vendor fails to cure the breach to the satisfaction of County within 10 days, the County may elect to do all or any of the following:
    - 1. The County may elect to remedy the default by curing the default with department staff or contracting with another vendor to do the work in question. In this event, the Vendor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).
    - 2. The County may immediately prohibit Vendor from having access to the property or conducting business on the property.
    - 3. The County Commission, after consideration of the default, may terminate the agreement. In this event, Vendor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any compensation.
  - D. **IMMEDIATE TERMINATION.** Nothing contained herein shall limit the County's ability to immediately terminate this agreement upon a determination that a significant breach of this agreement has occurred, including, but not limited to, the cessation of business on the property; creation of significant damage or risk of damage to the County's property; creation of a significant harm or risk of harm to the health, safety or well-being of any person; engaging in criminal conduct; negligently allowing criminal conduct to occur on the property or failing to maintain required levels of insurance as set forth in the agreement between the parties. In the event of immediate

termination, Proposer shall be required to immediately vacate the premises, shall not be entitled to any opportunity to remedy the default and shall not be entitled to any compensation.

- 16. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes. **Applicable Codes and Ordinances:** Vendor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

**PARAGRAPH REVISED BY ADDENDUM # 002**

- 17. **RIGHTS RESERVED:** The County *shall have* the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the County.
- 18. **PROPOSERS PROHIBITED:** Vendors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the County.

**PARAGRAPH REVISED BY ADDENDUM # 002**

- 19. **DISCLAIMER OF LIABILITY:** The County, or any County Offices/ Departments, *shall not* hold harmless or indemnify any respondent for any liability whatsoever.
- 20. **INDEMNITY AND HOLD HARMLESS:** Vendor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney’s fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Vendor, their sub-contractors, employees or agents, and arising out of services performed by Vendor, their subcontractors, employees or agents under this agreement.
- 21. **LAW GOVERNING:** The laws of the State of Missouri shall govern this agreement. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.
- 22. **COMPLIANCE WITH APPLICABLE LAW:** Vendor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to Vendor’s performance under this agreement. Vendor shall indemnify and hold the County harmless on account of any violations thereof relating to Vendor’s performance under this agreement, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.  
The following requirements shall be adhered to for compliance with the Revised Statutes of Missouri (RSMo).

Per RSMo, section 285.530:

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- (a) If the contract amount exceeds \$5,000.00 the contractor must by sworn affidavit and provision of documentation affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the provided services.
- (b) The signed affidavit will also affirm that the contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.  
Effective August 28, 2009; per RSMo, section 292.675:
- (c) For any construction of public works, contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees that includes a course in construction safety and health approved by OSHA. **All employees are required to complete the program within sixty (60) days of beginning work on such construction projects.**
- (d) Any employee found on a worksite subject to this section without documentation of the successful completion of the course required shall be afforded twenty (20) days to produce such documentation before subject to removal from the project.
- (e) The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- (f) If the above requirements are not adhered to, all sums and amounts due and owing as a result of any violation of the fore-mentioned shall be withheld from payment.
- (g) Any and all other applicable aspects of the Revised Statutes of Missouri shall be strictly adhered to.
23. **ANTI-DISCRIMINATION CLAUSE:** No vendor shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
24. **DOMESTIC PRODUCTS:** Clay County, Missouri has adopted a formal written policy. It is the policy of this County that each agreement for the purchase or lease of manufactured goods or commodities involving an expenditure of \$1,000 or more shall be for goods or commodities manufactured, assembled or produced in the United States. This policy shall not apply where the cost of the agreement would be increased by more than 10% , when only one line item of a particular good or product is manufactured, assembled or produced in the United States, or when the specified products or not in sufficient quantities to meet the County's needs. (Ord GO -91-126- Purchasing Chapter 37.38)
25. **CONFLICTS:** No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Vendor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Vendor further covenants that in the performance of this agreement no person having such interest shall be employed.
26. **DEBARMENT:** By submission of its response, the Vendor certifies that neither it nor its principals is presently debarred or suspended by any Federal, State Department or Agency, including listing in the U.S. General Services Administration's List of Parties excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State Department, agency or provision of law. If the vendor is unable to certify any of the statements in this certification, the Vendor must attach an explanation to its response.

27. **TERM OF CONTRACT**

The term of this contract shall be for One (1) year. Clay County reserves the right to renew this contract for up to four (4) additional years, in one-year renewal options under the same terms and conditions.

<b>PARAGRAPH REVISED BY ADDENDUM # 002</b>
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28. **INSURANCE:** Vendor shall provide the insurance certificate when County notifies them of Recommendation for award:

The Vendor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the County and vendor from claims which may arise out of or result from the vendor's operations under the agreement documents, whether such operations be by the vendor or by any subcontractor or for anyone whose acts vendor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the vendor's employees including claims brought under:

- A. Worker's Compensation Laws
- B. Disability Benefit Laws
- C. Occupational Sickness or Disease Laws
- D. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than vendor's employees, and claims arising out of destruction of property, including loss of use thereof.

Vendor must also carry liability insurance naming Clay County as "Additional Named Insured" with a \$2,000,000 umbrella.

Failure of the vendor to maintain proper insurance coverage **shall not** relieve contractor of any contractual responsibility or obligations. If part of the work is to be subcontracted, the vendor shall either cover any and all subcontractors in vendor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the vendor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the County.

Insurance coverage and limits of coverage required are:

- A. Worker's Compensation – Statutory
- B. Employer's Liability - \$300,000/each employee
- C. General Liability - \$2,000,000/each occurrence
- D. Property Damage - \$300,000/each occurrence

It is the responsibility of vendor to provide a copy of this PROPOSAL to their insurance carrier.

It may also be required that the Vendor's insurer and coverage be approved by County prior to execution of the contract.

No work shall be started until receipt of Certificate of Insurance.

Insurance certificates shall reference project name and RFP NUMBER and be sent to Clay County Administration Building, Attn: Ethel Kitchell, Procurement Officer, 3<sup>rd</sup> fl., Purchasing Department at 1 Courthouse Square, Liberty, MO 64068

The insurance carrier of the insured is required to notify Clay County of termination of any or all of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

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**CHANGES IN INSURANCE COVERAGE:**

The Vendor shall notify the County of changes in insurance coverage in writing within 30 days.

**INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**PERFORMANCE BOND:** The County may require a performance bond:

If required, the Contractor to whom the contract is awarded will furnish a Performance Bond to Clay County, Missouri guaranteeing the faithful performance of the terms, covenants and conditions of the contract pursuant to the terms of the RFP and/or the Contract.

The purchasing agent/director shall require all contractors performing public work to furnish a performance bond in the amount of 110 percent the public work's cost. The bond shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction, for all insurance premiums and for all labor performed in such work by either the contractor or subcontractor. Performance bonds shall be required on all public work exceeding \$10,000.00. Surety shall be licensed to do business in the state of Missouri and shall have an A.M. Best rating of at least A-7.

Bond will be presented to the Purchasing Department, Attn: Ethel Kitchell, Procurement Officer prior The bond shall remain in effect for a period of one (1) year after the date of completion of the. The sureties of said bonds shall be authorized to do business in the State of Missouri and are subject to the approval of the Purchasing Agent and have an A.M. Best's rating no lower than A-VII.

**CHANGES:**

Clay County reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between Clay County and the successful Vendor.

The Procurement Services Division shall issue to the successful Vendor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

**CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:**

It is agreed that any and all specifications, drawings, or data furnished by Clay County shall (1) remain Clay County's sole and exclusive property; (2) be considered and treated by vendor as Clay County's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and be returned upon request.

**PREVAILING WAGE:**

Not less than the prevailing rate of wages as determined by the State of Missouri County of Clay; Labor shall be paid to all laborers, workers and mechanics performing work under this agreement. State Statutes regarding Prevailing Wage and the current wage rates are available online at <http://labor.mo.gov/DLS/PrevailingWage>. You must retain payroll records for 5 years and make those records available for inspection by Clay County or the State of Missouri Labor Department. You must submit monthly certification of payroll records.

A determination by the State of Missouri of Labor of debarment for violation of the Prevailing Wage Act shall result in the Vendor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

Vendors Initials \_\_\_\_\_

**PREVAILING WAGE PRICE ADJUSTMENT:**

The Vendor is required to pay the current prevailing wage, which may be adjusted during the term of the agreement or renewal, with no adjustment in the agreement price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the RFP may be adjusted the then-current prevailing wage and such adjustment shall govern the agreement price during the renewal period. No adjustment will be made to the amount of mark-up.

**SUBCONTRACTORS:**

If subcontractors are used, the Vendor shall require that the subcontractor comply with all Prevailing Wage Act requirements.

**DRUG FREE WORKPLACE:**

The Vendor (whether an individual or company) agrees to provide a drug free workplace.

***END OF GENERAL TERMS & CONDITIONS***

**FORM NO. 1: PROJECT NARRATIVE**

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to Clay County's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- Proposed communication process

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:

Vendors Initials\_\_\_\_\_

**FORM NO. 2: VENDOR'S PROFILE**

1. Vendor's Name and Address:

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1a. Vendor is:  National  Regional  Local

1b. Year Vendor Established: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

1c. Licensed to do business in the State of Missouri:  Yes  No

1d. Name, title, telephone number and email address of Principal to contact:

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1e. Address of office to perform work, if different from Item No. 1:

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Vendors Initials \_\_\_\_\_

**FORM REVISED BY ADDENDUM #002**

**FORM NO. 3: EXPERIENCE / REFERENCES**

Work by Vendor that best illustrate current qualifications relevant to the County's services that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the County's Services. List no more than ten (10): This form may be copied and duplicated.

**Make sure the reference contact information, including the email addresses, are current and available for reference contact. The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.**

**References will be contacted and asked to confirm:**

- a. That the vendor met all obligations under the contract agreement with regard to quality of work, completion date, system fulfilling contract requirements, and costs.**
- b. The vendor's project approach was organized, methodical, and applicable to the project and that the company was proactive in managing the project's risks and offered ways to mitigate the project's risk factors.**
- c. The company was responsive to changes in technical directions/changes of work scope in the project and utilized a systematic, competent, and documented process for change.**
- d. The company was responsive and timely in responding to project problems, technical issues, or complaints regarding the contractor's staffing or services and that the company and all staff conducted themselves in a highly professional and ethical manner.**

**Reference Information Table**

**Provide the following information on separate sheets for each of the three (3) vendor references provided:**

<b>Reference # ___ of ___</b>	<b>Vendor Name:</b>
Customer Name:	
Public Business Designation: (Federal, State, City, County Government or Educational Entity)	
Address:	
Name of Contact:	
Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (month/year to month/year):	
Description of Equipment/Product Installation indicating how this installation is similar/relevant to what is requested in the RFP:	
Please briefly describe the scope of the services provided:	

Contractor's Personnel (Name/Project Assignment) who worked on the stated services:

Vendors Initials \_\_\_\_\_

**FORM NO. 4: RESUME OF KEY PERSONNEL** This form may be copied and duplicated

Brief resume of key persons, specialists, and individuals that shall be assigned to the County's Services:

(a) Name and Title: \_\_\_\_\_

(b) Project Assignment: \_\_\_\_\_

(c) Years of Experience:  
With this Vendor \_\_\_\_\_ Other companies \_\_\_\_\_

(d) Education: Degree(s)/Year/Specialization:

(e) Current Registration(s):

(f) Other Experience & Qualifications relevant to the proposed services:

Vendors Initials \_\_\_\_\_

**PARAGRAPHS REVISED BY ADDENDUM #002**

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

1) This section is optional, it will not affect proposal award. If the County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES\_\_\_\_\_ NO\_\_\_\_\_

INITIALS: \_\_\_\_\_

2) Sales will be made in accordance with the prices, terms, and conditions of the *Request For Proposal* and any subsequent term contract.

3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the *Request For Proposal* as a joint bidder.

4) All sales to other jurisdictions *shall* be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration *shall* be the responsibility of the ordering jurisdiction.

5) The Purchasing Agent *shall be* responsible to handle the solicitation and award the contract. The Purchasing Agent *shall have the* sole authority to modify the contract and handle disputes regarding the substance of the contract. The Purchasing Agent *shall be* the Buyer of Record, Clay County, Missouri.

6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**WEBSITE INFORMATION**

1) Does your company have a website? YES\_\_\_\_\_ NO \_\_\_\_\_

2) If yes please provide the website address:

www. \_\_\_\_\_

3) Can product(s) be ordered from that website? YES\_\_\_\_\_ NO \_\_\_\_\_

4) Can we receive the pricing you have quoted us, when ordering from the website?

YES\_\_\_\_\_ NO \_\_\_\_\_

Vendors Initials\_\_\_\_\_