

#### **Johnson County Commission**

#### **Densil Allen**

Presiding Commissioner

#### John L. Marr

Commissioner, Eastern District

#### Charles Kavanaugh

Commissioner, Western District

Diane Thompson County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093 (660) 747-6161 - Fax 747-9332 www.jococourthouse.com

June 30, 2022

# REQUEST FOR PROPOSALS Johnson County Sheriff – Security Controls

DATE OF ISSUANCE OF RFP	June 30, 2022
MANDATORY SITE VISITS	2:00 p.m. on Thursday, July 21, 2022
	10:00 a.m. on Tuesday, July 26, 2022
	10:00 a.m. on Wednesday, July 27, 2022
QUESTIONS AND CLARIFICATIONS	4:00 p.m. on Wednesday, August 3, 2022
DEADLINE DATE	
RFP SUBMISSION DEADLINE DATE	1:30 p.m. on Thursday, August 11, 2022
and TIME	
PROPOSAL HEADING	Request for Proposals – Sheriff Security Controls
COUNTY CONTACT PERSON	Jennifer Powers, Chief Deputy Clerk
COUNTY CONTACT INFORMATION	(660) 747-6161 jpowers@jococourthouse.com

**NOTICE IS HEREBY GIVEN** that Johnson County, Missouri, is requesting proposals from qualified security controls consultants and/or contracting Contractor (hereinafter "Contractor") to assess existing security control conditions and provide a proposal on required and/or recommended improvements together with a written assessment. The awarded Contractor shall perform any needed design, construction and installation of an upgrade solution for the Johnson County Sheriff's Office and Detention Center, located at 278 SW 871st Road, Centerview, Missouri 64019.

The chosen Contractor shall be committed to work with Johnson County Sheriff and Facility Services staff, during installation and implementation to aid staff with a general understanding of the system. The Contractor shall be trained on the proper use and basic trouble shooting of the equipment. Upon completion of the installation, the Contractor shall fully test the system to assure optimum functionality and performances are achieved.

#### 1. SCOPE OF SERVICES

The Contractor shall be responsible to provide all labor, materials, equipment, supplies, and tools required to complete the work that has been proposed and awarded, and in compliance with all applicable federal, state and local codes and standards. The Contractor must oversee and coordinate the entire project. Any subcontractor must be approved by the County prior to the commencement of the contract work. The Contractor shall be responsible for cleanup and disposal of all trash and construction debris generated by the project, disposal of any existing items removed, but not used in the new installation, and repair of any damage to other jail components caused by the Contractor or their subcontractors. Final acceptance of the project will be provided by the County Commission.

The following are the basic project objectives:

- A. Increase safety and security of the jail facility by providing a reliable, non-proprietary control system upgrade solution.
- B. Increase reliability by providing PLC-based system.
- C. Decrease County risks by providing all as-built documentation, programming and passwords upon project completion.
- D. Improve facility safety by integrating with existing intercom system.
- E. Prepare the end users for operation and basic system maintenance by providing comprehensive training to user groups and maintenance staff.
- F. Remove the burden of maintenance and warranty from the owner by providing not less than a one-year maintenance and warranty agreement.
- G. Maintain a healthy Contractor/Owner relationship by establishing a mutually agreeable warranty and maintenance plan for the facility beyond initial warranty plan expiration.
- H. All proposals submitted should include hardware or software which must reside on or connect to a Johnson County Sheriff's Office server must be able to meet security requirements of the Criminal Justice Information Network (CJIS) standards.

The following are the basic general requirements of the project:

- A. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
- B. All systems and components shall have been thoroughly tested and proven in actual use in situations of a similar nature.
- C. All systems and components shall be provided with the availability of a toll-free (U.S. and Canada), 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance at no charge for as long as the product is installed.
- D. All systems and components shall be provided with a one-day turnaround repair and 24-hour parts replacement. The repair and parts expediting shall be guaranteed by the manufacturer on warranty and non-warranty items.
- E. Ability of the Contractor and equipment supply vendor to meet a four (4) hour response time in the event of emergency.
- F. Ability of the Contractor and equipment supply vendor to provide a maintenance agreement proposal, with the associated costs, once warranties are set to expire.
- G. To maintain security, integrity and intent of this project; the County reserves the right to observe the Contractor's operations and inspect their work site at any and all times. The Contractor shall agree to abide by any and all of the County rules and regulations, as well as the Jail security measures, procedures and protocols.
- H. Due to the sensitive nature of the project location, the County requires all employees of the Contractor and any subcontractors, that are required to perform, inspect or oversee work of this project, shall successfully pass a criminal background check that is to be conducted by the Johnson County Sheriff Office. Any such employee(s) that fails this measure shall not be permitted on the job site. Prior to commencing any work, the Contractor shall submit to the County a list of all employees it proposes to use in providing the services under the contract. In addition, the Contractor shall cooperate with the County to accomplish a fingerprint-based criminal background check of all said named employees. The County reserves the right to approve/disapprove of any of the proposed Contractor's employees. No Contractor's employee shall work at the County facility until such time as the Contractor's employee has been approved by the County.
- The County reserves the right to order immediate removal of any employee of the Contractor, or
  of their subcontractors, from the job site for just cause. Reasons could include; but are not
  limited to, security, disorderly behavior, intoxication, violation of laws, unsafe behavior, or for
  emergency public safety.
- J. Contractor must provide three project reference installations. Experience with jail or detention security control systems will receive more rating points in the related experience and technical

- competence/expertise scoring categories. Project client information or details on those projects is highly encouraged.
- K. Contractor must have sold and installed software and hardware architecture identical to that which is being proposed in this project. Additionally, at least one year of experience with the same system(s) in an effectively similar environment shall be required.
- L. Contractors must provide a submitted proposal that includes control system support options of: (a) remote support via two-factor internet allowed; and (b) restricted to phone and on-site support only. Both of the above two options must be offered to the County. Final decision on support shall be at the discretion of the County.

#### 2. MINIMUM QUALIFICATIONS

- A. Be licensed to do business in the State of Missouri and Johnson County, as applicable.
- **B.** Have and maintain the expertise and resources to deliver an assessment, plan, and installation of products as directed.
- C. Maintain and allocate staff and other resources as needed to provide a timely, accurate service.
- **D.** Ensure Contractor staffing contains the specialized expertise and experience in the design and installation of security devices as described in the scope of work.
- E. Maintain insurance requirements. Maintain required insurance coverage. The County requires a current and valid certificate of insurance or binder showing required insurance coverage must be provided with each proposal. Any lapse in insurance coverage or cancellation thereof by the Contractor or subcontractor during the terms of the contract shall be immediately be deemed a material breach under the terms of the contract. The following are required insurances:
  - 1. Comprehensive General Liability Insurance: The Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
  - 2. Professional Liability Insurance: The Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.
  - 3. Worker's Compensation Insurance: (per Missouri Revised Statutes Chapter 287) The Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

#### 3. RFP SUBMITTAL REQUIREMENTS

The qualified Contractor must submit their respective bid using the following format and presentation of materials. The Contractor must submit all information in this section 3 "RFP SUBMITTAL REQUIREMENTS" to be considered a responsive bid; bids may be rejected if required documentation is not included or completed at the discretion of the County:

- A. Contractor Detail: (denote responses with the following numeric references and titles)
  - 1. Cover letter of interest
  - 2. Contractor Information
    - a. Name
    - b. Address
    - c. Phone number
    - d. Contractor year established
    - e. Ownership structure
    - f. Name of Project Manager assigned to this project
    - g. Address of Project Manager

- h. Phone number of Project Manager
- i. Email address of Project Manager
- j. Name of person preparing and submitting bid
- k. Address of person preparing and submitting bid
- I. Phone number of person preparing and submitting bid
- m. Email Address of person preparing and submitting bid
- n. Any legal proceeding (arbitration, complaint, or court action) filed against the Contractor for any project for which similar services were provided in the past five (5) years
- Narrative describing the Contractor's background, professional and technical capabilities, and qualifications directly related to this project. In particular, support the Contractor's capacity to perform the services detailed in this RFP. Please include total number of employees, industry experience, certifications, affiliations, and a comprehensive list of services provided.
- 4. Resumes and availability of key personnel to be assigned to this project. Include years with Contractor, education, and years of experience.
- 5. List any subcontractors needed to provide required services.
- 6. Detailed experience and examples of similar projects undertaken by the Contractor.
- 7. Statement that the Contractor has the capacity and capability to achieve the project in a timely manner.
- 8. List of at least three (3) professional references for similar projects. Please notify each reference, ensure that names and contact information (name, title, phone number and email address) is current and notate if the facility is willing to have a site visit by Johnson County Representative(s). Each reference will be checked and scored by the reference.

#### **B.** Written Assessment:

- Identify the strengths and potential areas to grow and improve. Identify the risks and strategies to minimize or eliminate these risks with particular focus on safety for inmates, staff, and visitors.
- 2. Describe the Contractor's capabilities to conduct security assessments and ability to complete any necessary system enhancements.
- 3. Provide a detailed path forward for security that align with the needs of each area.
- 4. List of activities, tools, resources, and/or methodologies to be applied to the project
- 5. Describe the approach to provide installation, configuration management, monitoring, and ongoing maintenance for devices.
- 6. Detail the process of providing services, as outlined in section "Scope of Services", including time spent on-site and remote support available. Define standard service hours during regular business hours, weekends, and holidays. Provide details on the Contractor's response time options with considerations for immediate response times for emergencies.
- 7. Describe law enforcement and maintenance training plans and timeline.
- 8. Describe system testing and situation simulations procedures, as applicable.

#### C. Schedule and Pricing:

Johnson County MO is a tax-exempt entity, all costs should be figured with no tax applied.

- 1. Timeline for completion with proposed dates.
- 2. Describe your approach to protecting budgets and meeting schedules.
- 3. Highlight opportunities for cost optimization and management efficiencies.
- 4. Provide a detailed written schedule of fees/charges for all services recommended.

#### D. Additional Information:

Describe any additional facets (service items: systems, securities, solutions, and strategies) relevant to this RFP, which have not been previously mentioned that you feel warrant consideration or add your Contractor's value as a strategic partner to Johnson County.

- **E.** Insurance: Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
- F. Work Authorization: A Certificate of Individual Contractor (Appendix A) and a notarized Work

Authorization Certificate (Appendix B).

#### 4. ADDITIONAL RFP MATERIALS - WEBSITE

The following will be available on the County's website <a href="https://jococourthouse.com/bids.html">https://jococourthouse.com/bids.html</a>

- A. Request for Proposal (RFP)
- B. Addendum to the RFP
- C. Master Agreement for Professional Services
- D. "Questions and Answers" or "Items for Clarification" (deadline is 4:00 p.m. on August 3, 2022)

The electronic version of this Request for Qualifications is available upon request. The document was entered into WORD for Microsoft Windows. The Johnson County Commission does not guarantee the completeness and accuracy of any information provided in the electronic version. Therefore, Contractors are cautioned that the hard copy of this Request for Proposal on file in the Johnson County Clerk's Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

#### 5. MANDATORY SITE VISIT

Proposals <u>must</u> include a written assessment of the security control systems and condition as it pertains to the operations of the Sheriff's Office and Detention Center. Therefore, due to this requirement and to ensure the completeness of the proposals, on-site project review and assessment field work is **MANDATORY** for all Contractors who plan to submit proposals for this project.

#### Site Visit Registration Requirements

- a) Pre-registration is required as site visits are limited to a maximum of 15 individuals; please contact Jennifer Powers, Chief Deputy Clerk at (660) 747-6161 to secure your team's site visit. Site visits are scheduled with the following options:
  - a. 2:00 p.m. (local time) on Thursday, July 21, 2022
  - b. 10:00 a.m. (local time) on Tuesday, July 26, 2022
  - c. 10:00 a.m. (local time) on Wednesday, July 27, 2022

If the <u>above date/times do not allow for your attendance</u>, please call Jennifer Powers, Chief Deputy Clerk at: (660) 747-6161 at least one week in advance to arrange a special appointment time on or before 1:00 p.m. (local time) on Thursday, July 21, 2022. Special visits by appointment only will not be accommodated after 2:00 p.m. (local time) on Friday, July 29, 2022.

- b) Required Forms must be read, completed and submitted by email to <u>ABrown@JoCoMoSheriff.com</u> at least seven (7) calendar days prior to the scheduled visit for each individual requesting access to secured areas of the facility. Required forms:
  - a. Visitor Information for Background Check (Appendix C) Background check is completed by Johnson County Sheriff's Office Administration
  - b. Visitor Rules and Regulations (Appendix D)

#### Site Visit Requirements

- a) Photo Identification is required for approved visitors.
- b) Attendance will be taken (with signature required) at the beginning and conclusion of the site visit.

Site visits will begin and end at the Administration Office in the Sheriff's Office at 278 SW 871st Road, Centerview, Missouri 64019. To find the Administration Office, enter the door marked "Public Entrance," and wait to be buzzed in the building. It should be noted that no weapons (knives, guns, pepper spray, etc.) of any kind should be brought on site or carried into the building. Sessions will begin promptly at the times listed below. Plan for a 120-minute duration. *Each Contractor must be on record in order to be authorized to bid on the project.* 

#### 7. SELECTION PROCESS

The selection of the Contractor which best meets the needs of the County will be made on a combination of qualifications and cost. The evaluation of proposals will take place using a team from the County using a scoring system outlined in the Evaluation Criteria section below. Only "responsive" proposals will be evaluated.

Responsive proposals are:

- · Submitted by the deadline date
- Presented in the required format
- Complete and containing all information requested
  - Part A Contractor Detail (page 3-4)
  - Part B Written Assessment (page 4)
  - Part C Pricing and Schedule (page 4)
  - Part D Additional Information (page 4)
  - o Part E Certificate of Insurance or Binder (page 3)
  - Part F Certification of Individual Contractor (Appendix A) and Work Authorization
     Certificate (Appendix B)
  - Page 9 Understanding and Agreement of this Proposal

Responsiveness is determined at the sole discretion of the County. The County reserves the right to reject all proposals.

#### 8. EVALUATION CRITERIA

A committee of individuals representing Johnson County will perform the evaluation of all proposals based on the evaluation criteria and points allocation below. Following this evaluation process, the committee may elect to ask qualified Contractors to complete an oral interview before the committee. The purpose of the interview is to allow those selected companies further expansion and discussion of their written responses. Oral interviews are provided at the sole discretion of Johnson County and are for the purpose of allowing Johnson County to broaden their understanding of certain selected Contractors. Any evaluation criteria, weighing of criteria, or ranking is used only as a tool to assist in selecting the most qualified Contractor for this project.

Criteria	Maximum Points Available
Qualifications of Contractor including references	20
Contractor's Experience on Similar Projects	15
Available Professional Resources to Complete the Project	15
Proposed Approach to Project and Deadline	10
Lump Sum Price for Service*	40

<sup>\*</sup>The score provided for price will be applied with 40 points assigned to the lowest price proposal. The remainder of the proposals will receive a proportionate amount of the 40 points based upon a comparison of the quoted price and the lowest price.

The Contractor will be selected based on the submitted proposal and potential interview scoring. Once the Johnson County Commission has selected the Contractor that best meets the needs of the County, a refined scope of services and cost may be negotiated, and the Master Agreement for Professional Services will be executed. Execution of an agreement is dependent upon successful negotiation of price. If the parties fail to agree on price, the County reserves the right to negotiate with the next most qualified Contractor.

#### 9. CONTACT INFORMATION

Please direct any questions regarding this RFP to Chief Deputy Clerk, Jennifer Powers. All inquiries must be made in writing (email is accepted) and sent to jpowers@jococourthouse.com or at 300 North Holden St. Suite 201, Warrensburg, MO 64093. Only questions submitted in writing or by email shall be responded to via an addendum. Questions will not be accepted via telephone. Responses to questions / clarifications will be placed on the Johnson County website at: http://www.jococourthouse.com/bids.html

#### 10. SUBMISSION REQUIREMENTS

Please mail or deliver five (5) signed complete paper responses to the Request for Proposals and one (1) .pdf on a USB drive in a sealed envelope labeled "DO NOT OPEN – SHERIFF SECURITY CONTROLS" for receipt by the County NO LATER THAN 1:30 p.m. ON THURSDAY, AUGUST 11, 2022, to:

ATTN: Diane Thompson, County Clerk Johnson County 300 North Holden Street, Suite 201 Warrensburg, MO 64093 Phone: (660) 747-6161

Emailed electronic submissions will not be accepted for this Request for Proposals. Sealed proposals will be opened at 1:30 p.m. on Thursday, August 11, 2022 in the County Commission's Office. Proposals not conforming to the instructions provided may be subject to disqualification at the option of the County. Proposals received after the stated date and time will not be considered and will be returned unopened to the Proposer.

#### 11. EQUAL OPPORTUNITY / DISADVANTAGED BUSINESS

Johnson County is an Equal Opportunity Employer and encourages the submission of qualifications from minority and women-owned businesses.

#### 12. TERMS AND CONDITIONS - IMPORTANT INFORMATION FOR CONTRACTOR

- A. Security: To maintain security, integrity and intent of this project; the County reserves the right to observe the Contractor's operations and inspect their work site at any and all times. The Contractor shall agree to abide by any and all of the County rules and regulations, as well as the Jail security measures, procedures and protocols.
- B. Background Check: Due to the sensitive nature of the project location, the County requires all employees of the Contractor and any subcontractors, that are required to perform, inspect or oversee work of this project, shall successfully pass a criminal background check that is to be conducted by the Johnson County Sheriff Office. Any such employee(s) that fails this measure shall not be permitted on the job site. Prior to commencing any work, the Contractor shall submit to the County a list of all employees it proposes to use in providing the services under the contract. In addition, the Contractor shall cooperate with the County to accomplish a fingerprint-based criminal background check of all said named employees. The County reserves the right to approve/disapprove of any of the proposed Contractor's employees. No Contractor's employee shall work at the County facility until such time as the Contractor's employee has been approved by the County.
- C. Just Cause: The County reserves the right to order immediate removal of any employee of the Contractor, or of their subcontractors, from the job site for just cause. Reasons could include; but are not limited to, security, disorderly behavior, intoxication, violation of laws, unsafe behavior, or for emergency public safety.
- **D.** Eligibility: Johnson County will not award any contract to an individual or business having any outstanding amounts due from a prior contract or business relationship with the County or who owes any amounts for delinquent Federal, State or Local taxes, fees, and licenses.
- **E.** Master Agreement for Professional Services: Any Contractor wishing to be a qualified Contractor to the County will enter into the Master Agreement for Professional Services and supply the required supplemental materials. Submission of a proposal indicates a willingness to enter into this Master Agreement for Professional Services.
- **F. Deadline:** The qualified Contractor will be one that indicates and adopts a plan to accomplish the tasks within the timeline required (in addition to the other noted qualification criteria).
- **G. Electronic Filing:** While access to this Request for Proposal and any questions related to it may be transmitted electronically, no emailed transmission of electronic responses will be accepted for this Request for Proposal.

- H. County Right to Reject: The County reserves the right to refuse and reject any or all submittals and to waive all formalities or technicalities or to accept the Contractor deemed most qualified. The County may choose to take no action and reserves the right to do so. From the information provided, a Contractor may be selected to be interviewed at a later date. Omission of any information may be sufficient cause for rejection of a submitting Contractor's proposal. All cost incurred in the preparation of the response to this request will be the sole responsibility of the submitting Contractor. The County reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal. The County reserves the right to cancel this Request for Proposals at any time and/or to solicit and re-advertise for other proposals. The County is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- I. Submissions late, format, incomplete, edits, deviations: Proposals submitted after the deadline date and time will not be accepted or considered. All responses will be considered final as submitted. No additions, deletions, corrections, or adjustments will be accepted after the time and date due. Qualifications submitted which do not follow the prescribed format may be rejected. Contractors are required to clearly identify any deviations from the specifications in this document.
- J. Use of Subcontractors: If the Contractor proposes to use a subcontractor it must be clearly noted in the submission of qualification materials with the same relevant information as is required of the Contractor.
- K. Cost: The County is not responsible for the cost incurred by any Contractor in submittal of responses. Johnson County shall not be responsible for bid/proposal preparation, submission, or presentation costs, nor for the cost,including attorney fees associated with any administrative, judicial, or other type of challenge to the determination of the selected proposer and/or award of the contract and/or rejection of the proposal. By submitting a bid, each Contractor agrees to be bound in the respect and waives all claims to such costs and fees.
- L. Prevailing Wage: Approved Contractor will comply with all prevailing wage laws as set forth by the MO Division of Labor Standards for Public Works Projects, if applicable. Approved Contractor agrees to indemnify Johnson County of all labor law violations committed by the approved Contractor.
- M. Commitment: This Request for Proposals is not a contract or a commitment of any kind.
- N. Prohibited Contact: Contact with any representative including elected and appointed officials, employees and affiliated agencies of the County, other than through the procedure outlined above, concerning this Request for Proposals, is prohibited. Violations of this prohibited communication will result in disqualification of the Contractor at the sole discretion of the County Commission.
- O. Indemnification: The Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless Johnson County, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Proposer shall secure and maintain General Liability Insurance as will protect them from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of their services under this contract. Further, the Proposer shall provide the County with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance currently in effect.
- P. Open Records: All information contained in or submitted with this Request for Proposals becomes a public record subject to the Missouri Sunshine Law when a contract is executed, or all proposals are rejected. If the Contractor believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, the Contractor or its authorized representative must clearly identify what information believes is protected and must also clearly identify the legal basis on which the belief is held.
- **Q.** Image or Name Use: The successful Contractor is specifically denied the right of using in any form or medium the names of Johnson County or any division, department or bureau of Johnson County for public advertising unless express written permission is granted.

#### 14. CERTIFICATION

The Contractor understands and agrees that by submission of their qualifications they certify to the following:

- **A.** The Contractor shall only utilize licensed professional personnel who have had their qualifications submitted as part of the response.
- **B.** The Contractor shall ensure that all personnel proposed to work on the project are authorized to work in the United States in accordance with applicable state and federal laws.
- **C.** The Contractor to full cooperate with any audit from federal, state or local auditors or investigation by federal, state or local law enforcement agencies.

#### 15. CONCLUSION

The Johnson County, Missouri Sheriff's Office and Detention Center holds the Sheriff's administrative offices and provides services to housed inmates. These vital services require great detail and consideration prior to any change or alteration on the facility. On behalf of the Johnson County Commission, thank you for your interest in the Johnson County Sheriff's Office and Detention Center – Security Controls request for proposals. We look forward to receiving your proposal for this important project.

ORIGINAL SIGNATURE REQUIRED BELOW CONFIRMING UNDERSTANDING OF THIS STATEMENT (return original with the other proposal items listed above. Retain a copy for your records.

The Contractor hereby declares understanding and agreement of the terms of this Request for Proposal.

Doing Business as (DBA) Name	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.		
Mailing Address	IRS Form 1099 Mailing Address		
City, State, Zip Code	City, State, Zip Code		
Authorized Representative	Email Address		
Phone number	Fax number		
Authorized Signature	Date Date		
Printed Name	Title		

Densil Allen, Presiding Commissioner

John L. Marr, Eastern District Commissioner

Charles Kavanaugh, Western District Commissioner

ATTEST

Diane Thompson, County Clerk

#### Appendix A

## Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls CERTIFICATION OF INDIVIDUAL CONTRACTOR

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Signature	Date	Printed Name
3.	of Qualifica	for a birth certificate pending in the State ation shall terminate upon receiptof the birth certificate does notexist because I
2.	I do not have the above documents but which may allow for temporary 90-day q	, , , , ,
1.	United States. (Such proof may be a Mis	owing citizenship or lawful presence in the souri driver's license, U.S. passport, birth lote: If the applicant is an alien, verification ceiving a public benefit.

#### Appendix B

# Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls WORK AUTHORIZATION CERTIFICATE

(Pursuant to 285.530 RSMo. for all agreements in excess of \$5,000.00)

County of)	) 00		
County of ) State of )	) SS.		
participates in a federal work a provided to the County. This bus in connection with the services be authorization program is attached Furthermore, all Subcontractors contracts that they are not in vic	uthorization program for all emplosiness does not knowingly employ being provided. Documentation of d hereto.  working on this contract shall affiliblation of Section 285.530.1, shall	ntractor). This business is enrolled byees working in connection with ser any person that is an unauthorized a participation in a federal work	vices alien
a sworn amdavit drider penalty o	Affiant	Date	
	Printed Name		
Subscribed and sworn to before	e me this day of	, 20	
	Notary Public		

#### Appendix C

Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls VISITOR INFORMATION FOR BACKGROUND CHECK

### JOHNSON COUNTY SHERIFF'S OFFICE SHERIFF SCOTT MUNSTERMAN VISITOR INFORMATION FOR BACKGROUND CHECK



Name:						
La	ast			First	2 2 3 4	Middle Initial
Date of Birth:	_//	YYYY	Race	:		
Social Security Num	ber:				Sex:	
Current Address:						
		St	reet Address			Apt.
		City			State	Zip Code
Social Security Num	ber:	-			Sex:	
Phone Number(s)	Home:					<u> </u>
	Cellular:	-				_
	Work:	Participants				
Driver's License:						
		Number			,	State
Vehicle Description:				_		
	Make		Model		Year	License Plate Number
Business Description	: <u>Mandatory Si</u>	te Visit for	Sheriff Sec	curity (	Controls Rec	uest for Proposal
Company Name:						

#### Appendix D

Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls VISITOR RULES AND REGULATIONS

# JOHNSON COUNTY SHERIFF'S OFFICE SHERIFF SCOTT MUNSTERMAN

#### **VISITOR RULES AND REGULATIONS**



- If you are near an inmate(s) and they say anything that offends you, notify a CDO/Deputy so the situation can be resolved.
- If an Inmate tries to get you to bring any kind of contraband into the facility, notify a CDO/Deputy ASAP.
- Do not provide or take anything from Inmates. NO EXCEPTION.
- If you are working in an area that is being occupied by Inmates. No cell phones.
- No weapons.
- You must be accompanied by a CDO/Deputy or Maintenance when moving within a secured area.
- You will NOT be allowed into the secured area without the proper identification.
- All tools brought into the secured area will be accounted for prior to leaving that area. If a tool comes up
  missing, the worker(s) will immediately notify a CDO/Deputy to initiate a search for the missing tools.
   Make sure your work area is clean and secured prior to leaving.
- Whenever passing through a door or gate, you will ensure that they are re-secured. No doors or gates will be left open if unattended. The only exception is when they are in an area where the inmates have been removed and are secured in another area.
- NO SMOKING. Except in a designated area. If you are a smoker please do not throw your cigarette butts
  on the ground. There is an ash tray at the designated smoking area. If you chew, please do not throw
  your chew on the ground as well.
- Alcohol or any kind of controlled substance is prohibited on the property. You will not be allowed on the
  property if you are under the influence of alcohol or a controlled substance.
- Make sure your equipment is returned to the trailers and locked up prior to leaving the facility.
- Your radio needs to be checked out at the beginning of your day and checked back in at the end of your day. There will be a sign in/out sheet for the radios.
- If you are in a work area with no Inmates and you need to speak with an employee, please utilize your radio communication.
- If you are on Probation & Parole your probation officer will be notified of why you are at the facility.
- If you have any relation or friend in the facility, you need to let Administration know ASAP. You will have no contact with the individual(s) during the course of your job here at the facility.
- If you have any relation or friend(s) in the facility, you will not be allowed to have any type of video visitation with him/her in the time that you will be working at the facility.
- Our break room and restrooms will be made available to you while working at the facility.
- All employees will sign in and sign out with the Front Desk anytime you are working in the secured
  facility. To which you will also need to show your identification when doing so. You will also be required
  to wear your visitor pass at all times.
- All operations within the Johnson County Sheriff's Office are confidential. You will NOT discuss any
  information or activities that you observe or learn while at the facility with anyone outside the confines of
  the Sheriff's Office. If you see any type of documentation, please DO NOT read it.

I agree that I have read these Rules and Regulations as a visitor of the Johnson County Sheriff's Office. I will not violate these Rules and Regulations.

	<u> </u>	
Signature	Printed Name	Date

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT



#### **Johnson County Commission**

#### Densil Allen

Presiding Commissioner

John L. Marr

Commissioner, Eastern District

Charles Kavanaugh

Commissioner, Western District

Diane Thompson County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093 (660) 747-6161 - Fax 747-9332

www.jococourthouse.com

#### MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated	this day of	, 2022, by
and between the County of Johnson,	Missouri, (herein "County") and	
		(herein "Firm").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the County in writing, the Firm shall provide professional services for the benefit of the County as set forth in specific Proposals and Scopes of Work submitted by the Firm and accepted by County, and the Firm shall provide the County, as applicable, with the services, inspections, reports, studies, surveys, plans, specifications, and other work outlined. Firm agrees to provide all such services in a timely manner as established by the County in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of County directives. Firm agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Firm by the County or County's representative, or a written proposal for services which is approved by the County in writing. No work shall be performed nor shall compensation be paid for the Firm's work performed without a County approved written proposal for professional services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the County. All work performed by the Firm, based upon County approved proposals submitted by the Firm, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the County and Firm in writing. All proposals for work submitted by the Firm to the County for work shall at a minimum contain the following:

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

- 1.1 **Scope of Services** Each proposal for services shall contain a detailed description of work to be performed by the Firm. When the County provides the Firm with a written and/or graphic request for proposal, the Firm's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Firm shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Firm does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the County shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Firm to provide optional services, the Firm's proposal shall respond to the options requested, or provide reasons why the Firm cannot provide or respond to the request for optional services.
- 1.2 **Creation of Contract Documents** Firm shall not without the express written permission of the County draft and/or create any contract documents, except for technical specifications and plans, for any project that Firm is assigned. Firm shall not be compensated for any contract documents drafted or created which are in violation of this provision. In the event that Firm is asked to draft and/or create contract documents by the County, then said contract documents must be in compliance with the County's then existing contract standards for projects and no compensation shall be provided to Firm for contract documents which fail to meet the County's standards.
- 1.3 **Time for Completion** Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Firm under the proposal. When the County provides the Firm with a written and/or graphic request for proposal, the Firm's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal.
- 1.4 **Compensation** Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

paragraph two (2) below. When the County or County's representative requests the Firm to provide work on an hourly fee plus expense basis, the Firm's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the County's request for proposal specifies otherwise.

- 1.5 **Signatures** Firm proposals for services under this agreement shall be signed and dated by the Firm or an authorized representative of the Firm (as applicable), and shall be considered binding offers to contract open for acceptance by the County for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the County. All proposals for services under this agreement shall be on forms approved by the County; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a County provided form, the signature block shall contain a signature line for each of the three County Commissioners and attested by the County Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the County.
- 2. **Compensation** - In consideration for the Firm's provision of services under this agreement, the County agrees to compensate the Firm for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the County. Payments shall be made within thirty (30) days of receipt of invoice by the County. Invoices shall be submitted periodically as mutually agreed upon by the County and Firm, orin the absence of such agreement, upon completion of the work constituting the task or projectfor which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnelin increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Firm's proposal approved by the County. When periodic requests for payment

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

are made, they shall only reflect charges for work already complete. County may retain five percent (5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The County reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The County further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Firm's proposal when delays in performance of services are not attributable to the County, or as a result of a billing dispute between the County and Firm. No penalty shall be assessed to County for such amounts withheld until after any dispute is resolved in Firm's favor.

- 3. **County Responsibilities** County agrees to furnish Firm with all current and available information for each task or project assigned to Firm, along with any information necessitated by changes in work or services initiated by the County which may affect services rendered hereunder. Firm shall notify County of all information it may require from County or other Firms and Contractors of County sufficiently in advance so as to avoid delay of the work to be completed by Firm.
- 4. **Coordination of Work and Work Product** Firm shall coordinate all work with the County's designated representative for each task or project assigned to Firm and submit to the County's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. Notwithstanding the Firm's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the County shall also be considered the property of the County. When available and requested by the County, work product shall be provided in electronic form at actual cost in media compatible for use with County software and equipment, and Adobe .pdf format shall be acceptable.
- 5. **Protection of Work, Property and Persons** To the extent Firm's work will require any field work, testing, sampling or otherwise, during any active construction or excavation activities, the requirements of this Section shall apply. The Firm will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their employees and services provided under this Agreement. The Firm will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Firm shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

Safety and Health agency requirements, and County's Construction Safety Plan.

- 5.1. The Firm will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction.
- 5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Firm, will give the County prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.
- 5.3 Firm agrees that any employees engaged for services that require presence on an active construction work site will require any employee of Firm on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Firm violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. Theses penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

- 6. **General Insurance Requirements** Firm shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Firm's work, whether such execution be by the Firm, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:
  - 6.1 **Workers Compensation** Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the workmen's compensation statute, the Firm shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.
  - 6.2 **Bodily Injury** Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

- 6.3 **Personal Injury** Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Firm, or (2) by any other person.
- 6.4 **Third Person Bodily Injury** Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.
- 6.5 **Automobile Coverage** Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:
  - a) Firm's own automobiles and trucks,
  - b) Hired automobiles and trucks, and
  - c) Automobiles and trucks now owned by the Firm.

The insurance shall cover the use of the above-mentioned automobiles and trucks during the term of this Agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

- 6.6 **Professional Liability** Claims for damages resulting from errors or omissions of the Firm or its employees in the amount of at least \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate.
- 6.7 **Public Liability and Property Damage** Claims for damages because of damage to any property, building, or structure on or adjacent to the County's premises, or the injury to or destruction of property resulting from the Firm's services in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver insection 537.610 RSMo, as annually adjusted.

Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the County.

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

- 7. **Indemnification** Failure of Firm to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the County, shall not diminish, waive or otherwise reduce the Firm's obligations to maintain such insurancecoverage and Firm shall indemnify and hold the County and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney'sfees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Firm, its agents or employees. Further, Firm shall hold County harmless from any failure by Firm to complete their work in compliance with all applicable local, state and federal regulations.
- 8. **Delegation and Subcontracting** Unless otherwise proposed and approved in the Firm's proposal for services, the Firm shall not delegate or subcontract any work to be performed by the Firm under this agreement to any other person, business or entity without the express advance written approval of the County for such delegation or subcontract work.
- 9. **Records and Samples** To the extent not otherwise transferred to the County's possession, Firm agrees to retain and provide the County with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Firm agrees to either retain all test products or samples collected by or submitted to Firm, or return same to the County as mutually agreed upon. In absence of agreement, Firm shall not dispose of test samples or products without notice to or consent by the County or the County's representative.
- 10. **Additional Services** No compensation shall be paid for any service rendered by the Firm considered an additional service beyond the scope of services approved by the County unless rendition of that service and expense thereof has been authorized in writing by the County in advance of performance of such service. Any additional services performed by the Firm prior to such authorization by the County shall be deemed a part of basic services for work performed under a County approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Firm shall be entitled to no additional compensation.
- 11. **County Authorization** -When the term County is used in this agreement, it shall mean the Commissioners of the County. Authorization by the County shall mean written instruction from the County Commissioners or the County Clerk, or their designee. It is further understood and agreed that no person or party is authorized to bind the County to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the County Commissioners, County Clerk, or their designee. In this regard, it is

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

understood and agreed that the Firm shall not be entitled to rely upon verbal representations by any agent or employee of the County in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the County Commission or County Clerk in writing. When the term County's representative is used, it shall mean the County Clerk or their designee as specified in writing.

- 12. **Period of Services and Termination** – The period of performance under this agreement shall be as specified in the proposal. The County may and reserves the right to terminate this agreement at any time with or without cause by giving the Firm written notice of termination. Upon receipt of such notice, Firm shall discontinue all services in connection with the performance of services authorized under this agreement or County approved proposal for services and County shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Firm shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Firm shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the County questions the extent of work on a final invoice, the Firm shall give the County the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Firm prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Firm upon not less than seven days written noticein the event the County shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Firm. In the event of termination by the Firm, the other provisions concerning termination contained in this paragraph shall be applicable. This Contract shall govern all scopes of work approved by the County under its terms for a period of twelve months from its execution, and annually thereafter in any year for which Firm is qualified by County to perform services.
- 13. **Governing Law** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
- 14. **Certification of Lawful Presence / Work Authorization** Firm will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Firm shall indemnify and hold harmless the County and its officials, agents and employees from all costs and liabilities incurred as a result of Firm's failure, or failure of its employees, agents or Subcontractors, to comply with Section

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the termof this Agreement. Attached hereto are certifications of compliance required.

- 15. **Nature of Relationship** Firm herein is an independent party and shall not act as an agent for the County, nor shall Firm be deemed to be an employee of the County for any purposes whatsoever. The Firm shall not enter into any agreement or incur any obligations on the County's behalf or commit the County in any manner.
- 16. **Miscellaneous** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.
- Ownership of Plans and Documents Records. In addition to County's ownership rights under Section 4, the field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Firm; however, the County shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Firm shall also deliver all electronic information on CD in Adobe ".pdf" format. Any documents submitted in AutoCAD format shall have Firm's seal removed. County shall assume all liability for reuse of AutoCAD documents other than by Firm, or except as specifically authorized by Firm.

The County shall make copies, for the use of the Firm, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Firm pursuant to this Agreement, and also make available any other maps, records, or other materials available to the County from any other maps, records, or other materials available to the County from any other public agency or body. The Firm shall have no liability for defects in the services attributable to the Firm's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the County or third parties retained by the County.

The Firm shall furnish to the County, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the County and for which compensation has been received by the Firm.

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

18. **Conflict of Interest** - Firm hereby covenants that at the time of the submission of any proposal and the execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest with the County. The Firm further agrees that during the term of this Agreement neither the Firm nor any of its employees shall acquire any other contractual relationships which create such a conflict. Firm shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

PROFESSIONAL FIRM:	
Name of Authorized Representative:	
BY:	
Name of Firm:	
Address of Firm:	
COUNTY OF JOHNSON, MISSOURI:	ATTEST:
BY:	
Densil Allen, Presiding Commissioner	Diane Thompson, County Clerk
John L. Marr, Eastern Commissioner	_
Charles Kavanaugh, Western Commissioner	_

### Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

#### CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1.	presence in the United States license, U.S. passport, birth of	cuments showing citizenship or lawful s. (Such proof may be a Missouri driver's certificate, or immigration documents). Note: In fication of lawful presence must occur priorto	
2.		uments, but provide an affidavit (copy or temporary 90-day qualification.	
3.	I have provided a completed application for a birth certificate pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.		
Applicant	Date	Printed Name	

# Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

# WORK AUTHORIZATION CERTIFICATIONPURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of	)	
State of	)ss )	
My name is	I am an a (Firm).	
person that is an unauthorized alien is of participation in a federal work authors Furthermore, all Subcontractors work contracts that they are not in violation	the County. This business does not known connection with the services being prohorization program is attached hereto. Sing on this contract shall affirmatively on of Section 285.530.1, shall not there enalty of perjury that all employees are	ovided. Documentation state inwriting in their eafterbe in violation
	Affiant	Date
	Printed Name	
Subscribed and sworn to before me	this day of	, 20
	Notary Public	-

# Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

#### **CONFLICT OF INTEREST FORM**

PROJECT:			
RESPONSIBLE COUNTY EMPLOYEE:			
RESPONSIBLE OR SUPERVISING COUNTY CONS	SULTANT:		
1. Have you or any employee or person holding an o	wnership interes	t in the compar	ny proposing
to provide goods or services to the County been invol-	ved in any of the	following with	the County
its employees, elected officials or any responsible cor	sultant identifie	d above?	
	Yes	No	
Sale, purchase or exchange of property			
Receiving or furnishing goods or services			
Transfer or receipt of income, assets or funds			
Maintenance of bank balances, book balances			
or other accounts for benefit of another?			
2. Have you or any employee or person holding an o to provide goods or services to the County been incommon County or its elected officials or its responsible consult explain.	debted to the Co	ounty, any emp	oloyee of the
3. List all business transactions or relationships that ownership interest in the company proposing to provie with any employee of the County, its elected officit twenty-four months.	ide goods or ser	vices to the Cou	unty has had

# Johnson County, Missouri Sheriff's Office and Detention Center – Security Controls MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

an ownership interest in the	e company pro	O offered or accepted by any employee or person holding posing to provide goods or services to the County either all or its responsible consultants in the last twenty-four
proposing business entity	verifies that th	m, the undersigned personally, and on behalf of the e information contained herein is truthful and accurate hroughout all business transactions with the County.
		Date:
BY:		
STATE OF MISSOURI	) )SS.	
COUNTY OF		
		, 20, before me, appeared, to me personally known, who being duly sworn, did
		e true to his/her best knowledge and belief.
IN WITNESS WHI	EREOF, I have	e placed my hand and notarial seal the day and year last
		NOTARY PUBLIC