



CLAY COUNTY  
 PURCHASING DEPARTMENT  
 Administration Building  
 1 Courthouse Square  
 Liberty, MO 64068  
 Phone 816-407-3630 Fax 816-407-3601

**TITLE-SIGNATURE PAGE  
 REQUEST FOR PROPOSAL**

**N0. 12-13**

Clay County will accept separate sealed proposals from qualified persons or businesses (hereafter referred to as Contractors) interested in providing the following:

Payroll Services

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

**RESPONSES MUST BE RECEIVED BY:**

**2:00 PM local time on April 15, 2013**

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" RFP 12-13, PAYROLL SERVICES AND SEND IT TO:**

Clay County, Department of Purchasing  
 Attn: Ethel Kitchell, Procurement Officer  
 Administration Building  
 1 Courthouse Square  
 Liberty, MO 64068  
 816-407-3630

Please type or print the information below. **Contractor 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 and return this page:

\_\_\_\_\_

“Contractor’s Initials\_\_\_\_\_”

Proposal documents and any addendums are available by accessing the County's web site at [www.claycountymo.gov](http://www.claycountymo.gov) which links to the County's e-procurement system, Demandstar by Onvia at [www.demandstar.com](http://www.demandstar.com) or by contacting the Purchasing Department at 816-407-3630. Please note: There is no requirement that you belong to Demandstar in order to submit a proposal. Those who choose to submit a proposal may do so, free of charge.

Proposals must be received by 2:00 p.m. local time, on April 15, 2013 at the Purchasing Department, Administration Building, 1 Courthouse Square, Liberty, MO 64068.

Clay County reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the citizens of Clay County

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 takes no responsibility to provide addenda to parties not listed by the County as plan holders. It is the proposers' responsibility to check with our office 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 the 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.

Ethel Kitchell  
Procurement Officer

“Contractor’s Initials \_\_\_\_\_”

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“Contractor’s Initials \_\_\_\_\_”

**PART I**  
**DESCRIPTION OF PROJECT AND SERVICES REQUIRED**

**Section 1.0 Introduction and Background:**

Clay County will accept separate sealed proposals from qualified contractors interested in providing the following: Payroll Services. No Outsourcing...

**DESCRIPTION OF OPERATIONS AND BACKGROUND:**

- The current provider is CBIZ Benefits and Insurance
- The current provider currently utilizes Millennium 3 under Microsoft Sequel Server 2005
- The County has approximately 573 employees .537 full time employees and 36 part time employees. The County also employs seasonal employees throughout the year. The above approximate employee number does not include seasonal employees.
- Clay County currently processes payroll internally and imports time sheet data into the payroll software

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**Section 2.0 Scope of Proposal:**

1.	Process pay advices and live pay checks
2.	Email all related reports on same day as transmittal
3.	Sort by fund and department number
4.	Insert into envelopes
5.	Send a detailed report along with advices and checks, via overnight mail, to Clay County Human Resources no later than 10:30 on the Thursday preceding payroll distribution
6.	Successful contractor will have system in place to perform automatic updates for tax table changes, new legislation, etc.
7.	Bi-weekly payroll process
	<b>Payroll computations, including but not limited to:</b>
8.	Federal and state withholding taxes
9.	Social security contributions
10.	FUTA
11.	SUTA
12.	Applicable local taxes

**REPORTS AND COMPLIANCE, INCLUDING BUT NOT LIMITED TO:**

13.	Deposit of withholding taxes
14.	Provide W-2 reports listing consumer as employer
15.	File federal forms dealing with unemployment taxes and quarterly income taxes
16.	Wage reports on federal and state levels

**PAYROLL SERVICES:**

17.	Paycheck/statement printing and distribution
18.	Ability to email wage statements to employees who direct deposit
19.	Detailed management reports (Payroll, Tax, General Ledger, Census, etc.)
20.	Quarterly payroll tax return preparations and filing
21.	W2 preparation at year-end
22.	Personalized training
23.	Direct deposit (unlimited number of accounts per employee)
24.	Time off accruals tracking at multiple levels (vacation, sick time, compensatory time, FMLA time)
25.	Check signing and handling
26.	Custom General Ledger Electronic Report
27.	Retirement plan reporting
28.	New Hire Reporting to State
29.	Labor Distribution Report (.cvs file of data is also needed)
30.	Pre-process register. This is a key function needed for approval from the accounting/treasurer/audit group at the county to sign off on for approval prior to submitting payroll. Once payroll is entered, Clay County runs the pre-process register prior to submitting payroll. This report needs to be accessible within seconds, as payroll must be reviewed for accuracy, forwarded to the Auditor's office for approval and finally submitted for full processing to contractor

**SOFTWARE, SYSTEM SECURITY & ACCESS:**

31.	Contractor's software must be compatible with Microsoft Sequel 2005 or higher.
32.	Must be capable of allowing multiple users simultaneously
33.	Must have "read only" security with change permissions only available to Human Resources at the Clay County Administration Building
34.	All payroll functions must be handled at the contractor's level.

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Section 2.0 Scope of Proposal:

**RECORD RETENTION/DISASTER RECOVERY:**

35.	Payroll information must be updated and backed up every 1.5 hours. Information will not be purged
36.	In the event the County cannot access the system to transmit payroll, County must be able to contact provider so payroll can be processed at the provider's location.

**ISSUE RESOLUTION:**

37.	Contractor must have systems in place to fully train County staff about software to mitigate risk of incorrect data entry. In the event incorrect hours are entered and not caught prior to transmitting, there must be the capability to cut a manual check for the employee and enter into the system so that records are current and accurate
38.	If Contractor is at fault for any payroll function error, we will expect Contractor to do all that is possible to correct the situation in as timely a manner as possible. Contractor shall document mistakes and handle to County's satisfaction. Contractor Senior account specialists will work to ensure the issue is resolved and does not happen going forward

Section 3.0 County Provided Services:

Initial data entry will be performed at County level.

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**PART II**  
**INSTRUCTIONS TO PROPOSERS**

**MINIMUM QUALIFICATIONS:**

- (a) Proven experience with similar sized public entities during the past five (5) years.
- (b) Strong references.

**Section 4.0 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 Selection Committee may request additional submittals.

*Step One: Evaluation of Responsive Proposals*

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

- (a) The contractors experience in providing similar services to public entities during the past five (5) years.
- (b) Key personnel that will be assigned to the County's services, and their experience with similar services.
- (c) Applicable Resources offering quality assurances / quality control procedures; as well as adequacy of team / resources to provide the services.
- (d) Project approach including project schedule and detailed approach to provide the services, familiarity with the services, identification of unique issues related to the services, and the process proposed for communications with county staff, elected officials, and the public.
- (e) Costs.

*Step Two: Short List for Interviews*

The tabulation and evaluation of the proposal ranking sheet shall produce a list of the top rated proposals that may be selected for interviews (short list). At the request of the selection committee, the County Purchasing Agent **may** elect to conduct interviews of qualified Contractors to assist in making a final decision.

The County checks references once a short list is determined. Reference check information memo is prepared by the Procurement Officer or Project Manager and distributed to the interviewing committee. Reference check information is considered part of the interview process and incorporated into the contractor's Experience & References criteria.

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## Section 5.0 Contractor's Cost to Develop Proposal:

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

## Section 6.0 Instructions for Responding to this Request For Proposal:

- (a) Proposals must be completed in full (all pages of the RFP) must be submitted as instructed.
- (b) A total of four (4) signed proposals must be submitted along with an equal number of each signed addenda (if applicable). One (1) original clearly marked "Original", and three (3) copies, clearly marked "Copy", must be submitted. Proposals received that do not include all required documents and signatures may be considered non-responsive.

The proposal must be organized using the following format:

- (a) Title-Signature Page
- (b) Contractor's Table of Contents
- (c) Letter of Transmittal for Request for Proposal
- (d) Contractor may include any other information that is believed to be relevant but is not specifically asked for in this RFP. Contractor may explain in detail any innovation, alternatives or more cost effective approaches available in any area of the RFP. Contractor may provide suggestions of other products or services available that may assist the County.
- (e) Addenda – (if applicable)
- (f) Part I of RFP Packet (Description of Project and Services Required)
- (g) Part II of RFP Packet (Instructions to Respondents)
- (h) Form No. 1 – Contractor Profile
- (i) Experience and References – List those services your company has completed or is currently in an agreement within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to services your company has completed or in current agreement for other governmental entities. Include company name, address, persons to contact, telephone number, e-mail address, a brief description of the services provided by your company, and date completed.
- (j) Resume of Key Personnel- Key personnel that will be assigned to the County's services from your company. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the County's services.
- (k) Narrative on project approach- Describe the schedule of events necessary to complete the services clearly defining the roles of all involved parties. Outline familiarity with the services and identify critical or unique issues specific to the services. Outline a communications process and explain unique approaches used elsewhere.
- (l) Cost per payroll- Describe all items and or services that shall be included in the per payroll cost. This includes the County's specific specifications and requirements plus any additional items and or services that the contractor includes.

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- (m) Software and Training-
  - Software: Contractor shall provide the County with the name and type of the compatible software that contractor would utilize for payroll.
  - Training: Contractor shall give the cost per employee to be fully trained.
- (n) Services and report costs- Give all costs as asked for with each item.
- (o) Fee Schedule- Schedule of hourly billing rates for services. List personnel classification, typical work tasks and hourly billing rates.
- (p) Service related direct expenses- List description of item and unit cost.
- (q) Part III General Terms & Conditions, Clay County, Missouri

Section 7.0 Conflict of Interest:

The successful contractor shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the company.

Section 8.0 Renewal Option:

- (a) If applicable the County reserves the right to negotiate this agreement four (4) additional one-year renewal periods.
- (b) Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- (c) If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Purchasing Agent of increased costs incurred by the Contractor for any element of the RFP for which an increase is requested.
- (d) The Principal Contracting Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the County's right to exercise the renewal option.

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Section 9.0 Sample agreement:

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.



**SAMPLE SERVICE AGREEMENT**  
**Clay County, Missouri**

SERVICE AGREEMENT  
RESOLUTION/AGREEMENT #20**XX-XXX**

**PAYROLL SERVICES, RFP No. 12-13**

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

**WHEREAS**, Contractor 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 Contractor 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 Contractor to provide the services hereinafter set forth.
2. **Services.** The Contractor 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.12-13 (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 Contractor 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 Contractor for such approved additional services shall not exceed the approved amount. Contractor's fees for additional services shall be billed on an hourly basis at Contractor's current standard rates.
4. The initial term of this Agreement shall be from **MONTH, DAY, YEAR** to **MONTH, DAY, YEAR**. The County may, at its option, renew the Agreement for up to four (4) additional (1) one year term(s) by giving written notice to the Contractor. Any increase in cost; fees, expenses and or hourly rates identified at the beginning of each renewal 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 Contractor.

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**SAMPLE SERVICE AGREEMENT**

**IN 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.

**COUNTY OF CLAY, MISSOURI  
COUNTY COMMISSION**

**Approved:**

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

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

Name: Pamela S. Mason

**ATTEST:**

By: \_\_\_\_\_  
Sheri Chapman,  
Clerk of the County Commission

**CONTRACTOR:**

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

\_\_\_\_\_  
Title

“Contractor’s Initials \_\_\_\_\_”

Section 10.0:

**ENCLOSURE I  
PROPOSAL RANKING SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1.	Evidence of Experience & References with similar services Consider experience and references listed by the contractor. Is the contractor experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> <li>• Familiarity and experience with similar services</li> </ul>	20	
2.	Expertise of Contractor’s Personnel Consider comparable experience and background of specific personnel that shall be assigned to the County’s services. Also consider the specific involvement of those persons in services listed. Experience on services of similar scope and size: <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project team</li> </ul>	20	
3.	Applicable Resources Evaluate the extent of applicable resources available to the contractor to provide the County’s services. <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>	30	
4.	Project Approach Evaluate the contractor’s approach to and understanding of the Scope of Services required in the RFP. <ul style="list-style-type: none"> <li>• Project schedule and detailed approach is reasonable/responsive to County’s needs</li> <li>• Roles of all involved parties clearly identified</li> <li>• Familiarity with project location as evidenced by proposal (if applicable)</li> <li>• 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>	20	
5.	Cost <ul style="list-style-type: none"> <li>• Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</li> </ul>	10	
		<b>TOTAL POINTS (100)</b>	

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Section 11.0

**ENCLOSURE II  
INTERVIEW RANKING SHEET**

SCORING RANGES

	30 Point Questions	20 Point Questions	10 Point Questions
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1.	<b>Evidence of Experience &amp; References with Similar Services</b> Consider experience and references listed by the contractor. Is the contractor experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> <li>• Familiarity and experience with similar services</li> <li>• Reference check information memo provided to the committee.(if applicable)</li> </ul>	20	
2.	<b>Expertise of Contractor's Personnel</b> Consider comparable experience and background of specific personnel that shall be assigned to the County's Services. Also consider the specific involvement of those persons in projects. Experience on projects of similar scope and size: <ul style="list-style-type: none"> <li>• Project Manager with emphasis on strengths related to the services</li> <li>• Project team and team's experience with similar services</li> </ul>	20	
3.	<b>Applicable Resources</b> Evaluate the extent of applicable resources available to the contractor to provide the County's Services. <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 services</li> </ul>	30	
4.	<b>Project Approach</b> Evaluate the contractor's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented. <ul style="list-style-type: none"> <li>• Project schedule and detailed approach is reasonable/responsive to County's needs</li> <li>• Roles of all involved parties clearly identified</li> <li>• Familiarity with project location as evidenced by presentation.</li> <li>• 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>	20	
5.	<b>Cost</b> <ul style="list-style-type: none"> <li>• Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP</li> </ul>	10	
		<b>TOTAL POINTS (100)</b>	

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Section 12.0 Forms 1 through 9:

**FORM NO. 1: CONTRACTOR PROFILE**

1. Contractor's Name and Address:

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1a. Contractor is:  National  Regional  Local

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

Years of Experience providing Payroll Services \_\_\_\_\_

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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“Contractor's Initials \_\_\_\_\_”

## FORM NO. 2: EXPERIENCE / REFERENCES

Work by Contractor 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.

Reference's Company Name & Address:

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Contact Person, Title, Telephone Number and e-mail address of Reference:

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Scope of Entire Services: \_\_\_\_\_

Nature of Contractor's responsibility in services: \_\_\_\_\_

Start and end of agreement Dates: \_\_\_\_\_

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

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**FORM NO. 3: RESUME OF KEY PERSONNEL**

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 Contractor \_\_\_\_\_ Other companies \_\_\_\_\_

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

(e) Current Registration(s):

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

“Contractor’s Initials \_\_\_\_\_”

## FORM NO. 4: 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 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:

“Contractor’s Initials \_\_\_\_\_”



**FORM NO. 6: SOFTWARE AND TRAINING**

**SOFTWARE:**

Software that contractor will utilize must be compatible with Microsoft Sequel Server 2005 or higher.  
Contractor's Software:

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**TRAINING:**

Cost per employee to be fully trained \$

Additional Training information:

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“Contractor’s Initials \_\_\_\_\_”

## FORM NO. 7: SERVICES AND REPORT COSTS

Item #	Item	Base Fee per transaction	Cost Per transaction	Per: payroll, monthly, quarterly or annually	Total
1.	Next day air delivery				
2.	Processing Fee				
3.	Check Handling Envelope and Seal Checks/Vouchers per payroll processing				
4.	Direct Deposit Per Account				
5.	Accrual Tracking				
6.	GL Maintenance				
7.	Retirement Service				
8.	Extra State/Local Filings				
9.	File federal forms dealing with unemployment taxes and quarterly income taxes				
10.	Deposit of withholding taxes				

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## FORM NO. 7: SERVICES AND REPORT COSTS

Item #	Item	Base Fee per transaction	Cost Per transaction	Per: payroll, monthly, quarterly or annually	Total
11.	Custom General ledger reports				
12.	Custom Retirement Plan Reports				
13.	Third Party Check reports				
14.	Payroll Reports				
15.	Tax Reports				
16.	Census Reports				
17.	Workers' Compensation reports				
18.	Labor Distribution Reports				
19.	Provide W-2 reports listing consumer as employer				
20.	Wage reports on federal and state levels				
21.	Labor Distribution Report (.cvs file of data is also needed)				
22.	.cvs file of data for Labor Distribution Report				

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**FORM NO. 8: "FEE SCHEDULE"**

SCHEDULE OF HOURLY BILLING RATES FOR PAYROLL SERVICES

PERSONNEL  
CLASSIFICATION

TYPICAL WORK TASKS

HOURLY BILLING RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>TYPICAL WORK TASKS</u>	<u>HOURLY BILLING RATES</u>

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**FORM NO. 9:**

SERVICE RELATED DIRECT EXPENSES

<u>ITEM</u>	<u>UNIT COST</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

“Contractor’s Initials \_\_\_\_\_”

**PART III  
GENERAL TERMS & CONDITIONS  
CLAY COUNTY, MISSOURI**

1. **DEFINITIONS AS USED HEREIN:**

- (a) The term "request for proposal" means a solicitation of a formal, sealed proposal.
- (b) The term "proposer", "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 "proposer", "contractor", "firm", "provider" or "vendor" means the proposer awarded a contract under this proposal.

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. If the County requests additional reports, services or products that or needed for payroll and not specified in this RFP; the County reserves the right to request pricing and purchase from the Contractor that is awarded this agreement.

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 will become a part of any agreement award as a result of this solicitation. Proposer shall initial all pages where the document denotes "Contractor'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.

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. 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. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the Purchasing Department, Administration Building, 3<sup>rd</sup> fl., 1 Courthouse Square, Liberty, MO 64068, prior to the date and time indicated on the cover sheet. Electronic or faxed proposals will not be considered unless authorized by the Request for Proposal. At such time, all proposals received will be formally opened. **The closing will consist of only the name and address recording of proposers.**

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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 a 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 is binding on the Contractor, and may be received by the County at any time up to and including the proposed RFP closing date.
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. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the County.
9. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet 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 proposer may submit only one (1) response to this proposal.
10. **NEGOTIATION:**  
(a) The County reserves the right to negotiate any and all elements of this proposal.  
(b) The County reserves the right to award a agreement based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Contractor 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 Contractor 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 Contractor.  
(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 contractors for any project or services.
12. **INVOICING AND PAYMENTS:**  
(a) Invoices shall be submitted to: The Clay County Human Resources Director, Clay County Administration Building, 3<sup>rd</sup> fl., 1 Courthouse Square, Liberty, MO 64068.  
(b) Invoices shall contain the following information: agreement number, description of services and prices.
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.
14. **FUND ALLOCATION:** Continuance of any resulting Resolution, Agreement or issuance of Purchase Order is contingent upon the available funding and allocation of County funds. The Contractor understands that the obligation of the County to pay for goods and/or services under the contract agreement is 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.

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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 Proposer 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 Proposer setting forth the breach and requesting that such breach be cured.
    - 2. Proposer 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 Contractor, Contractor shall have 10 days from the date of the notice to cure such breach to the satisfaction of the County. In the event Contractor 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 firm to do the work in question. In this event, the Contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).
    - 2. The County may immediately prohibit Contractor 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, Contractor 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.
17. **RIGHTS RESERVED:** The County reserves 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:** Proposers 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.
19. **DISCLAIMER OF LIABILITY:** The County, or any of its Departments, will not hold harmless or indemnify any respondent for any liability whatsoever.

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20. **INDEMNITY AND HOLD HARMLESS:** Contractor 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 Contractor, their sub-contractors, employees or agents, and arising out of services performed by Contractor, their subcontractors, employees or agents under this agreement.
21. **LAW GOVERNING:** The laws of the State of Missouri shall govern this contract. 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:** Contractor 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 Contractor's performance under this contract. Contractor shall indemnify and hold the County harmless on account of any violations thereof relating to Contractor's performance under this contract, 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:
- (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 contractor 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. Contractor 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

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performance of services to be performed under this agreement. The Contractor 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 Contractor 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 or 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 debarred, 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 Contractor is unable to certify any of the statements in this certification, the contractor must attach an explanation to its response.

27. **INSURANCE:**  
The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the County and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor'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 contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

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

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the work is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor 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

28. **Performance Bond:** The County may require a performance bond:

If required, the Contractor to whom the Concessionaire Agreement is awarded will furnish a \$5,000 Performance Bond to Clay County, Missouri (money order will also be accepted) guaranteeing the faithful performance of the terms, covenants and conditions of the agreement pursuant to the terms of the RFP Agreement. Bond or money order will be presented to the Purchasing Department, Attn: Ethel Kitchell, Procurement Officer. The bond shall remain in effect for a period of one (1) year after the date of completion of the agreement. 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.

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