



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

TITLE-SIGNATURE PAGE
REQUEST FOR PROPOSAL NO. 14-13

Clay County will accept separate sealed proposals from qualified contractors interested in providing the following: 69PV Corridor Sustainable Place Plan (Planning Sustainable Places Program)

There is a Pre Proposal Meeting scheduled for March 28, 2013 at 9:00 AM. The meeting will be in the conference room at 234 W. Shrader, Liberty MO 64068.
 For directions call 816-407-3380.

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

RESPONSES MUST BE RECEIVED BY OR BEFORE:
2:00 P.M. local time on April 5, 2013

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL"
 RFP 14-13, 69PV CORRIDOR SUSTAINABLE PLACE PLAN 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

Clay County reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to Clay County.

The undersigned certifies that they have the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Proposer 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)	

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PART I
DESCRIPTION OF PROJECT AND SERVICES

1.0 PURPOSE AND INTRODUCTION:

Clay County, Missouri seeks consulting services to complete the 69PV Corridor Sustainable Place Plan (henceforth known as “69PV Plan”, or the “Plan”) as part of the regional Planning Sustainable Places (PSP) Program.

The PSP Program provides local governments with financial support to advance detailed local planning and project development activities in support of *Creating Sustainable Places*, *Transportation Outlook 2040*'s Activity Centers and Corridors framework, and the Mid-America Regional Council's (MARC) adopted policy statement on regional land use direction. The subject project is one of 18 planning studies across the region chosen for funding through the Planning Sustainable Places Program.

A. CREATING SUSTAINABLE PLACES INITIATIVE

In October 2010, a consortium of more than 60 regional partners, led by MARC, received a \$4.25 million planning grant from the U.S. Department of Housing and Urban Development to advance the implementation of the Regional Plan for Sustainable Development, *Creating Sustainable Places*.

Creating Sustainable Places is not only a regional vision and plan to guide how we grow and develop, but a strategy for moving our communities from planning to action. This strategy includes the following steps:

- **Organizing for Success** – Building on the region's strong track record of collaboration to provide leadership, coordinate outreach and education activities, broaden public understanding of and involvement in sustainability issues, and strengthen stakeholder capacity to address them.
- **Enhancing Decision Making** – Developing new tools, policies and practices necessary to make sound investments and accelerate sustainable development.
- **Demonstrating New Models** – Applying these new tools to key corridors and activity centers through demonstration projects that can help transform the ways neighborhoods and communities grow and develop.

The PSP combines funds dedicated to the demonstration projects component of Creating Sustainable Places and the Livable Communities Surface Transportation Program to provide local governments with financial support to advance detailed local planning and project development activities. These projects will be consistent with the goals of Creating Sustainable Places and the region's long-range transportation plan, *Transportation Outlook 2040*.

The Creating Sustainable Places Initiative and *Transportation Outlook 2040* outline a need to focus efforts on promoting concepts consistent with sustainable communities and place a focus on advancing site specific and project specific activities in support of these objectives.

The new PSP program will serve as a single local government assistance program intended to specifically respond to these goals and facilitate the following objectives:

Program Objectives:

- Support the development and implementation of local activity center plans consistent with [Creating Sustainable Places principles](#), [identified regional activity centers](#), and the [land use policy direction](#) outlined in *Transportation Outlook 2040*.
- Support localized public engagement and community consensus building.
- Support the identification and conceptualization of land use strategies, transportation projects, and related sustainable development initiatives that help to realize and advance the objectives identified in the Creating Sustainable Places initiative and *Transportation Outlook 2040*.
- Support the conceptualization, development, and implementation of Creating Sustainable Places projects.

The focus of this request for proposals (RFP) is the “69PV Corridor Plan”, which will be a comprehensive planning effort aimed at exploring the most sustainable approach to (re)development throughout the proposed study area. The plan will encourage new infill/(re)development along a principle transportation corridor that will create a vibrant, livable, and walkable community with diversified options for housing, employment, access to natural and historic resources, transit, mobility and connectivity between the major nodes and beyond.

The 69PV Plan study area follows the US 69 Highway / Pleasant Valley Road corridors and covers approximately 2.65 miles in length with 500 feet in width along either side of the corridor. The Plan’s study area across the majority of the corridor includes a number of disjointed, mostly incompatible commercial businesses along with a sprinkling of a few residential properties, with mostly wide open access to the roadway. See Attachment E for detailed study area map.

PROJECT BACKGROUND

US 69 Highway holds a strong link to the history of Kansas City and the nation’s first interconnected highway system. For this particular stretch of 69, the vast majority of development and construction activities occurred between the 1960s and 80s. Many of these once vibrant strip centers and commercial structures are now declining, thereby causing rises in vacancies and need of reinvestment. To compound problems further, large portions of the corridor have been fragmented into smaller lots with assorted ownership that present challenges for larger-scaled redevelopment efforts. Due to all these factors, the subject corridor lacks strong connections between the different commercial centers and to adjacent residential neighborhoods. The 69PV Plan corridor serves as a regional transportation passageway link to both I-35 and I-435 for The Ford Claycomo assembly plant and associated local businesses, along with nearby residents and visitors.

In 2006 Ochsner Hare & Hare (OHH) completed a comprehensive plan for the City of Pleasant Valley. The Village of Claycomo has never had a comprehensive plan in the history of their incorporation, further justifying the need for the 69PV Plan.

Clay County, Missouri Planning & Zoning Department responded to the MARC PSP Call for Planning and Demonstration Projects in August 2012 with an application for the 69PV Corridor Plan proposing a collaboration between Clay County, Village of Claycomo, City of Pleasant Valley, and Northland Neighborhoods Inc (NNI). The 69PV Plan was selected as part of the PSP grant program by the MARC Total Transportation Policy Committee (TTPC) and Board of Directors in October 2012.

Clay County’s Planning Sustainable Places grant application is available at the below URL website and staff encourages interested firms to review it for additional background information as well as insight regarding the County and other partner’s intent for the 69PV Plan.

<http://www.claycountymo.gov/planning/PSP>

STUDY SCHEDULE

The Plan must be completed in accordance with MARC Creating Sustainable Places (CSP) and U.S. Department of Housing and Urban Development (HUD) funding requirements by November 30, 2013.

Contractors shall not include fee or cost information when responding to this solicitation.

Fees will be requested and negotiated for projects/services as County requests the project/services .

2.0 SCOPE OF SERVICES:

Per the objectives of the Planning Sustainable Places Program, any plan created through this program is required to include a robust public engagement process; integrated land use, transportation and environmental strategies; and an implementation plan.

The 69PV Plan should address the following tasks:

1. Public Engagement Process – public meetings, community vision, design workshop, stakeholder interviews.

The key components of the public participation process for the 69PV Plan will be the project team, a stakeholder committee, and the community-at-large.

PROJECT TEAM

A project team will be created to monitor the logistics of the study and schedule. The team will consist of representatives from all the participating entities (Clay County, Village of Claycomo, City of Pleasant Valley, and NNI), and the consultant team. The goal of the 69PV Plan will be to have the Project Team meet once a month to review documents, study findings, set meetings and schedules, and discuss the various elements of the planning process.

STAKEHOLDER COMMITTEE

This group is envisioned to consist of a larger group of various community stakeholders who have an interest in the 69PV Plan and knowledge of the proposed study area and its key issues. The Stakeholder Committee will serve an advisory role to the Project Team during the planning process. The purpose of the Committee is to provide feedback on key issues, assist in encouraging public participation, and ensure the authoring of a cohesive vision for the study area. This team will consist of community leaders, business/land owners, and other governmental agencies.

COMMUNITY-AT-LARGE

This is an extended group of all folks in the community that will be influenced by the 69PV Plan. As part of the planning process, the Project Team will conduct a community visioning process in tandem with data gathering and analysis. The Project Team will use various forums to engage the community in order to better understand the issues and concerns of the community along with their needs and aspirations to establish the vision for the community. A Public Involvement Plan will be prepared by the Project Team at the beginning of the project to outline the public outreach activities during the development of the Plan. Stakeholder interviews, public open houses, community visioning, design workshops, and various media communication tools will all be utilized as public participation mechanisms throughout the study.

2. Recommendations – land use and zoning, transportation, river, green space and historic resources, economic development, affordable housing, urban design, sustainable strategies.

69PV Plan will devise a number of recommendations, including organizational, land use/zoning, urban design, economic, sustainability, and transportation. These strategies will focus on creating a vibrant, livable, and walkable corridor with diversified options for housing, employment, access to natural and historic resources, transit, mobility and connectivity between the major nodes and throughout the corridor.

The primary goal of the transportation section of the 69PV Plan will be to identify an array of projects that can be implemented to enhance current land uses and/or to assist in (re)development efforts. The purpose of this planning effort is to evaluate multi-modal transportation improvements that improve the safety and operation of the corridor study area and its cross streets. Considerations will include intersection crossing improvements, pedestrian connectivity, and bicycle routes.

The 69PV Plan will also include recommendations for transportation improvements throughout the study area. Current access management for most of the study area represents an inefficient, ineffective, and outdated design that causes a serious threat for both drivers and pedestrians. Proven alternatives for driveway placement along the corridor will be explored in an effort to improve traffic flow and safety. In addition, the roadway's medians and median openings, interchanges, intersections, turn lanes, and traffic signals will all be evaluated. Recommendations for new streetscapes and median treatments will also be included so as to further improve transportation safety for all users, particularly related to connectivity and pedestrian safety.

3. Action Plan – implementation strategies, work program, 25 year projections.

The implementation strategy will provide direction for how to make the planning recommendations a reality. An action plan with specific projects and programs will be laid out to implement the vision and goals of the Plan. While the implementation of the plan may take a longer term of 15-20 years, a schedule of projects and programs will be laid out focusing on the first five (5) years and priorities. While the projects within the private sector may rely on market conditions, developer interest and funding, projects will be identified for the public sector that can provide catalysts for new infill/(re)development.

The implementation strategies for the 69PV Plan must directly align with the recommendations section of the Plan.

The following items must be addressed in all proposals:

PROPOSED PROJECT APPROACH: Proposals should include a proposed approach to the project that includes the proposer's understanding of the project's objectives and local context, tentative schedule for project completion, and tentative public engagement process.

2 Work assignments will be issued as follows:

- a. Contractor will be contacted for services as required for all work by County.
- b. Prior to commencing any work; the contractor may be required to provide a work order cost estimate;
These estimates shall include the estimated number of hours, hourly rate utilizing the approved rate/fee schedule, number and type of employees required and completion date.
- c. Contractor shall respond to requests for estimates for non-emergency work within two business (2) days and provide written estimates within five (5) business days of the original request.
- d. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.
The estimate shall be reviewed and approved by County.
- e. Contractor shall not perform work without prior approval by County.
- f. Unforeseen or unknown work will be mutually agreed upon by the Contractor and the County, and a written change order will be issued. The Contractor shall submit to the County a written estimate for the extra work using the rate/fee schedule in the Contract pricing.
- g. Contractor shall not perform more than five hundred (\$500.00) of non-emergency work, for a given job without a written estimate and obtaining approval from the County.
- h. The County reserves the right to bid any project over the County's bid threshold amount of \$6,000.00 and is determined to be in the best interest of the County.

PROJECT BUDGET

The level of funding for this project is based on grant funding awarded through the Planning Sustainable Places Program and a minimum of 20% match from the project sponsor.

- . Project total: \$85,000
- . Period of performance: **End date of November 30, 2013**

Both the project budget and the period of performance are subject to change based on the availability of funds or other unforeseen events or activities.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) OFFICE OF SUSTAINABLE HOUSING AND COMMUNITIES COOPERATIVE AGREEMENT PROVISIONS

MARC and its contractors will be required to comply with the Cooperative Agreement Conditions defined by HUD. These conditions are provided on the MARC website (<http://marc.org/rfp/OSHC-Terms.pdf>) as a separate attachment associated with this request for proposals.

3.0 COUNTY PROVIDED SERVICES:

The County will provide:

Any available drawings, reports or other data pertinent to the services.

4.0 Timeline for project completion:

End date of November 30, 2013

PART II
INSTRUCTIONS TO PROPOSERS

1.0 MINIMUM QUALIFICATIONS FOR LEAD CONTRACTOR AND SUB-CONTRACTORS:

The following are minimum qualifications for all respondents to be considered:

QUALIFICATIONS: Proposals should indicate general and specific qualifications of the proposer in disciplines appropriate to this project and specifically convey the role of the proposer in each case cited. An emphasis and priority in evaluation will be placed on firms with qualifications and experience that have resulted in successful implementation of comparable projects. A brief narrative (three pages maximum) may also be included regarding the firm's capabilities to carry out this project, including special assets, areas of expertise, analytical tools, data sources, etc... to which the firm may have access.

Proposals shall also include:

- a. A listing and summary of similar projects undertaken within the last five (5) years, by proposing firm and/or its subcontractors, showing contract amounts, description of work performed, client contact persons, phone numbers, and e-mail addresses;
- b. Resumes of key professional staff who will be assigned to this project;
- c. Description of the existing and anticipated workload of individuals assigned to this project during the period of this study. Any reassignment of designated key staff shall not occur without mutual consultation and the consent of [insert project sponsor here].
- d. References.

2.0. SELECTION PROCESS

The proposals will be evaluated by a selection committee comprising of representatives from the County as well as the other partnering organizations will review proposals and select a consultant, according to the following review schedule. The County reserves the sole right to change this review schedule to meet the needs of the 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 contractors selected for interview.

SELECTION PROCEDURE

Step One: Evaluation of Responsive Proposals

Selection criteria will include, but not limited to

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

- a. The contractor's (lead contractor and sub-contractors) experience/qualifications in providing similar services/projects to public entities.
- b. Key personnel that will be assigned to the County's project, and their qualifications/experience with similar projects.
- c. Applicable Resources offering quality assurances / quality control procedures; as well as adequacy of team / resources.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with county staff, elected officials, and the public.
- e. The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section.

Step Two: Short List Interviews
(will conduct interviews, if needed, at the discretion of the Purchasing Agent)

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). Oral interviews may be conducted in order to make a final decision.

- a. The Project Manager checks references once a short list is determined.
- b. Reference check information memo is prepared by the Procurement Officer or Project Manager and distributed to the interviewing committee.
- c. Reference check information is considered part of the interview process and incorporated into the contractor's Experience & References criteria.
- d. Upon selection of the top rated contractor, the County will negotiate the specific terms of the agreement including cost. In the event that a mutually acceptable agreement cannot be negotiated with said contractor, the County may then enter into agreement negotiations with the next highest rated contractor, and so on until a mutually acceptable agreement can be negotiated.

3.0 **PROPOSER'S COST TO DEVELOP PROPOSAL:**

- a. 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.

4.0 **INSTRUCTIONS FOR RESPONDING TO THIS RFP:**

Submit the correct number of signed copies of the proposal One (1) original clearly marked "**Original**", and three (3) unbound copies, clearly marked "**Copy**", must be submitted. The proposal must be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (If Applicable)
- e. Form No. 1 - Provider Profile –Lead Contractor(s) – Joint Venture Partners
- f. Form No. 2 – Key Outside Consultants (Sub-consultants)
- g. Form No. 3 – Qualifications/Experience and References – List those projects your company has completed that are similar to the service(s) requested by this RFP. Special attention should be given to projects your company has completed for other governmental entities and relative to the identified scope of services.

Include company name, address, persons to contract, telephone number, e-mail address, a brief description of the project completed by your company, and date completed.

- h. Form No. 4 – Key personnel that will be assigned to the County's project for lead contractor and sub-contractor. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the County's scope of services.

- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this scope of services clearly defining the roles of all involved parties. Outline familiarity with the scope of services and identify critical or unique issues specific to scope of services. Outline a communications process and explain unique approaches used elsewhere on similar projects.
- j. Proposals must be completed in full (all pages of the RFP) must be submitted as instructed. A total of four (4) signed proposals must be submitted along with an equal number of each signed addenda (if applicable). Proposals received that do not include all required documents and signatures may be considered non-responsive and rejected.

5.0 CONFLICT OF INTEREST:

- a. 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 contractor.

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.	<p>Evidence of Qualifications/Experience & References with Similar Projects. Consider experience and references listed by the contractor. Is the contractor experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-contractors to be used and their experience (if applicable) • Reference check information memo 	30	_____
2.	<p>Expertise of Contractor 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 projects listed. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> • Project Manager • Project team • Sub-contractor (if applicable) 	30	_____
3.	<p>Applicable Resources Evaluate the extent of applicable resources available to the contractor to complete the County's project.</p> <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the contractor has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	<p>Project Approach Evaluate the contractor's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach.</p> <ul style="list-style-type: none"> • 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 (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	30	_____
		TOTAL POINTS (100)	

ENCLOSURE II
INTERVIEW RANKING SHEET

	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.	<p>Evidence of Qualifications/Experience & References with Similar Projects. Consider experience and references listed by the contractor. Is the contractor experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-contractors to be used and their experience (if applicable) • Reference check information memo 	30	_____
2.	<p>Expertise of Contractor Personnel. Consider comparable experience and background of specific personnel that shall be assigned to the County’s project as outlined, on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> • Project Manager • Project team • Sub-contractors (if applicable) 	30	_____
3.	<p>Applicable Resources Evaluate the extent of applicable resources available to the contractor to complete the County’s project as listed.</p> <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the contractor has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	<p>Project Approach Evaluate the contractor’s approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out lined.</p> <ul style="list-style-type: none"> • 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 (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	30	_____
		TOTAL POINTS (100)	_____

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Contractors are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

		<u>Page Number</u>
A.	TITLE-SIGNATURE PAGE	Page
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the County. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the contractor.	Attachment
D.	ADDENDA (if applicable) The proposer must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROPOSER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONTRACTORS THAT WILL BE USED FOR THE COUNTY'S SERVICE: Form 2 provided	Page 4
G.	REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH: Form 5 provided (This form must be signed and dated).	Page ____ - ____

FORM NO. 1: PROPOSER PROFILE

1. Lead Contractor(s) (or Joint Venture) Name and Address:

1a. Contractor is: National Regional Local

1b. Year Contractor Established: _____

Years of Experience : _____

Years of Experience for Public Entities: _____

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

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

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

2. Please list the number of persons by discipline that your Company/Joint Venture will commit to the County's project:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating contractors and outline specific areas of responsibility (including administrative, technical, and financial) for each contractor:

3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE SUB-CONTRACTORS

Each proposer must complete this form for all proposed sub-contractors.

SUB-CONTRACTOR #1

Name & Address _____

Specialty/Role with this Project: _____

Worked with Lead Contractor Before: Yes or No

Year Contractor Established: _____

Years of Experience : _____

Years of Experience providing Services for Public Entities: _____

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUB-CONTRACTOR #2

Name & Address _____

Specialty/Role with this Project: _____

Worked with Lead Contractor Before: Yes or No

Year Contractor Established: _____

Years of Experience: _____

Years of Experience providing Services for Public Entities: _____

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUB-CONTRACTOR #3

Name & Address _____

Specialty/Role with this Project: _____

Worked with Lead Contractor Before: Yes or No

Year Company Established: _____

Years of Experience : _____

Years of Experience providing Services for Public Entities: _____

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

FORM NO. 3: QUALIFICATIONS/EXPERIENCE/REFERENCES

Work by Contractor's (including any sub-contractors or Joint-Venture companies) that best illustrate current qualifications relevant to the County's service(s)/project(s) that has been/is being accomplished by personnel that shall be assigned to the County's service(s)/project(s). List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Estimated Cost (in Thousands) for Entire Project: \$ _____

Estimated Cost (in Thousands) for Work Which Contractor was/is Responsible: \$ _____

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Contractor's responsibility in project: (Please give quantitative indications wherever possible).

Contractor's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the County's project:

FORM NO. 4: RESUME OF KEY PERSONNEL

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

a. Name and Title:

b. Project Assignment:

c. Name of Contractor with which associated:

d. Years Experience:
With this Contractor _____ Other contractors _____

e. Education: Degree(s)/Year/Specialization:

f. Current Registration(s)

g. Other Experience & Qualifications relevant to the proposed project:

h. Years of Experience providing Consulting Services for Public Entities:

FORM NO. 5: 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(s) as evidenced by proposal (if applicable)
- Identify/address critical or unique issues specific to the service(s)/project(s) and unique approaches used elsewhere
- Proposed communication process

The foregoing is a statement of facts.

Signature: _____

Typed Name and Title: _____

Telephone Number: _____

Date:

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," "vendor," or "architect/engineer" 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," "vendor," or "architect/engineer" means the proposer awarded an agreement 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.

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 "PROPOSER'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@claycountymmo.gov referencing this RFP number, a minimum of five (5) Business days prior to the proposal submission 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. Proposer 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 vendor 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 located at: 1 Courthouse Square, Liberty, MO 64068 on the 3rd floor of the Administration Building prior to the date and time indicated on the cover sheet. Electronic or faxed proposals will not be considered

unless authorized by the RFP. At such time, all proposals received will be formally opened. **Only the name(s) and address(es) of the proposers will be recorded at the public closing.**

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 the County extends a closing date through an addendum; the one hundred twenty (120) calendar days shall start from the extended closing date.
- b. Unless withdrawn, as provided in this RFP, a Proposal is binding on the Proposer, 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:**

- a. Proposals received after the date and time indicated on the cover sheet shall not be considered.
- b. 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.
- c. 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 an agreement based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a proposer should submit its initial RFP on the most favorable terms possible to the County. However, should only one RFP be received by the County, the County may, but is not obligated to conduct negotiations with this proposer 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 proposer.
- a. 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. **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. The County reserves the right to award this agreement to one or more contractors.

12. **NON-EXCLUSIVE SERVICES AGREEMENT:** The parties agree that no terms of the Agreement and/or the Attached Exhibits shall be deemed to create an exclusive services agreement and/or contract. Clay County retains the discretionary right to elect to bid or negotiate with other contractors for any project or services.

13. INVOICING AND PAYMENTS:
- a. Invoices shall be prepared and submitted in duplicate to: Proper Project Manager. Invoices shall contain the following information: agreement number, item number, description of services, unit prices and extended totals.
 - b. Fees will be negotiated for projects as grants are obtained. Prospective consultants are advised that applied overhead rates must be in accordance with the cost principles established within Federal Regulation 48 CFR Part 31, Contract Cost Principles and Procedures.
14. 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.
15. FUND ALLOCATION: Continuance of any resulting Resolution, Agreement, Contract, 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 contract 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.
16. BREACH, RIGHT TO CURE AND TERMINATION: In addition to other remedies available to the parties pursuant to this RFP and/or the 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 contractor 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:
 - i. The County shall send written notice to the contractor setting forth the breach and requesting that such breach be cured.
 - ii. Contractor shall have 30 days from the date of the notice to cure such breach to the satisfaction of the County.
 - iii. 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 selected 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:

- iv. The County may elect to remedy the default by curing the default with department staff or contracting with another contractor 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%).
 - v. The County may immediately prohibit Contractor from having access to the property or conducting business on the property.
 - vi. 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: 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; and failing to maintain required levels of insurance as set forth in the agreement between the parties. In the event of immediate termination, Contractor 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.
17. DELAY IN PERFORMANCE: Neither County nor Contractor shall be considered in default of this agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this agreement, such circumstances include but are not limited to: Abnormal weather conditions; Floods; Earthquakes; Fire; Epidemics; War; Riots, and other civil disturbances; Strikes; Lockouts; Work slowdowns and other labor disturbances; Sabotage; Judicial restraint; and Delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement. Contractor and County shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
18. 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.
19. NO THIRD-PARTY RIGHTS:
- a. The services provided for in this agreement are for the sole use and benefit of County and Contractor. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than County and Contractor.
 - b. Contractor's 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.
20. DISCLAIMER OF LIABILITY: The County, or any of its Departments, will not hold harmless or indemnify any respondent for any liability whatsoever.
21. 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 attorneys 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.

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 confirm 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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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 contract 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 contract 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 contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract 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 Administrations List of Parties excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State Department, agency or prevision 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. COVENANT AGAINST CONTINGENT FEES: Contractor warrants that contractor has not employed or retained any company or person, other than a bona fide employee working for the contractor, to solicit or secure this Agreement, and that contractor has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
28. OWNERSHIP OF CONTRACTOR'S DOCUMENTS: Payment by County to contractor shall vest in County title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by contractor exclusively for the services performed pursuant to this agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the contractor. Any reuse without written verification or adaptation by contractor for the specific purpose intended will be at County's risk and without liability or exposure to contractor, and County shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, contractor from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
29. Contractor shall endorse all plans, specifications, estimates, and data furnished by contractor.

30. INSPECTION OF DOCUMENTS: Contractor shall maintain all records pertaining to services hereunder for inspection, upon reasonable advance notice and during normal business hours at contractor place of business, during the agreement period and for five (5) years from the date of final payment for each individual project performed pursuant to this agreement.
31. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at contractor's place of business, representatives of County shall have the privilege of inspecting and reviewing the services being performed by contractor and consulting with them at such time. Conferences are to be held at the request of County or Contractor.
32. PROFESSIONAL RESPONSIBILITY: Contractor will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional contractor practices. If contractor fails to meet the foregoing standard, contractor will perform at its own cost, and without reimbursement from County, the professional services necessary to correct errors and omissions that are caused by contractor failure to comply with above standard, and that are reported to contractor within one year from the completion of contractor's services for each individual project performed pursuant to this agreement.
33. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: (if applicable) Since contractor has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of contractor's experience and qualifications and represents contractor's best judgment as a professional contractor familiar with the construction industry, but contractor cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by contractor .
34. MODIFICATIONS TO AGREEMENT: In the event of any changes in the scope of services contained in this agreement and prior to commencing the services County and contractor shall enter into a modification of this agreement describing the changes in the services to be provided by contractor and County, providing for compensation for any additional services to be performed by contractor, and providing completion times for said services.
35. EMERGENCY CHANGES IN SERVICES: The Purchasing Agent, with the consent of the County Administrator, is authorized to execute on behalf of the County modification agreement. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the County as determined by the Purchasing Agent and the County Administrator.
36. 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.
37. ENTIRE AGREEMENT: This Agreement herein constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

38. 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

ACORD CERTIFICATE OF LIABILITY INSURANCE DP ID BR DATE (MM/DD/YYYY) 08/15/07

PRODUCER Insurance Company Information

Phone: Fax:

INSURED Insured Company Information

INSURERS AFFORDING COVERAGE

INSURER A: Automobile Liability Insurance Co.
 INSURER B: Automobile Bond Insurance Co.
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW ARE ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. DISCREPANCY STATE SPUNAWAY MAY HAVE BEEN REFUSED BY PRODUCER.

TYPE OF INSURANCE	POLICY NUMBER	INSURER	DATE (MM/DD/YYYY)	EXPIRES (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> HOMEOWNERS <input type="checkbox"/> AUTO <input type="checkbox"/> BOAT <input type="checkbox"/> AIRCRAFT <input type="checkbox"/> RENTAL EQUIPMENT <input type="checkbox"/> CONTRACTORS <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> OTHER	MOC		08/15/07	08/15/08	PRODUCTS LIABILITY \$1,000,000 FIREWORKS LIABILITY \$100,000 MED EXP (each insured) \$5,000 PERSONAL AUTO LIABILITY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS AGGREGATE \$1,000,000
A <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MOC		08/15/07	08/15/08	COMBINED SINGLE LIMIT (each auto) \$1,000,000 BODILY INJURY (each auto) \$ PROPERTY DAMAGE (each auto) \$ AUTO ONLY - SALES TAX \$ BODILY INJURY - EMPLOYEES \$
A <input checked="" type="checkbox"/> EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> NON-OCCUR <input type="checkbox"/> FIDUCIARY <input checked="" type="checkbox"/> PROFESSIONAL	MOC		08/15/07	08/15/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL LIABILITY EXCLUDED? SPECIAL PROVISIONS BELOW	WCV		08/15/07	08/15/08	<input checked="" type="checkbox"/> COSTALIL <input type="checkbox"/> CR/LIMITS EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000

SAMPLE

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT, SPECIAL PROVISIONS

Clay County is listed as an Additional Insured for all coverages except Worker's Compensation. (R) or RFP #, Job description

CERTIFICATE HOLDER	CANCELLATION
Clay County Department & Address	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER OR AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Sam R. Miller</i>

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL:

Studies funded in part by USDOT are required to follow 49 CFR part 26 Disadvantage Business Enterprise Program (DBE). The proposed study has a DBE goal is 16%

2. AFFIRMATIVE ACTION CHECKLIST: If applicable, proposers must complete and enclose with their proposal company's Affirmative Action Plan (see Attachment B Affirmative Action Checklist).

3. CERTIFICATION REGARDING DEBARMENT: Each proposer is required to certify by signing the "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" (Attachment C). "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" is a certification that the proposer is not on the U.S. Comptroller General's Consolidated Lists of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.

4. CERTIFICATION REGARDING LOBBYING: See Attachment D.

B. PROPOSAL EVALUATION CRITERIA

The proposals submitted by each Contractor, Firm, or Contractor Team, will be evaluated according to the following factors, in order of priority:

Experience and availability of key personnel;
Experience on similar projects;
Approach to community engagement;
Project approach and solutions to critical issues.

ATTACHMENT A

SUMMARY OF ATTACHMENTS

1. Complete the AFFIRMATIVE ACTION CHECKLIST, Attachment B.
2. Complete the CERTIFICATION REGARDING LOBBYING, Attachment C.
3. Complete the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION, Attachment D.
4. Complete the DISADVANTAGE BUSINESS ENTERPRISE (DBE) FORMS, Attachment E.

ATTACHMENT B

AFFIRMATIVE ACTION CHECKLIST

Federal regulations require that any firm 50 or more employees soliciting an assisted federally funded contract must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted
2. Name of Affirmative Action Officer
3. Statement of commitment to affirmative action by the chief executive officer
4. Designation of an affirmative action officer, of assignment of specific responsibilities and to whom the officer reports.
5. Outreach recruitment
6. Job analysis and restructuring to meet affirmative action goals
7. Validation and revision of examinations, educational requirements, and any other screening requirements.
8. Upgrading and training programs
9. Internal complaint procedure
10. Initiating and insuring supervisory compliance with affirmative action program
11. Survey and analysis of entire staff by department and job classification and progress report system
12. Recruitment and promotion plans (including goals and time tables)

ATTACHMENT C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043)

Read instructions for Certification below prior to completing this certification.

1. The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

2. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

Date Signed – Authorized Representative

Title of Authorized Representative

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

1. By signing and submitting this agreement, the proposer is providing the certification as set below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

. If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

. The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Entity)

(Name and Title of Authorized Official)

(Signature of above Official) (Date) _____

ATTACHMENT E

DISADVANTAGED BUSINESS ENTERPRISE (DBE) FORMS

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT
(Submit this page for each DBE subcontractor.)

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ e-mail address: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

ATTACHMENT F

69PV CORRIDOR PLAN MAP

