



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
NO.15-13**

Clay County will accept separate sealed proposals from qualified contractors interested in providing the following:

On-Call Civil Engineering Consulting Services

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

**RESPONSES MUST BE RECEIVED BY:
2:00 P.M. local time on May 2, 2013**

A pre proposal meeting will be held on April 26, 2013 at 9:00 AM local time. The meeting will be in the Shrader Conference Room located at: Clay County P & Z, 234 W. Shrader, Liberty, MO 64068. For directions call (816) 407-3380.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL"
RFP 15-13, ON-CALL CIVIL ENGINEERING CONSULTING 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 bid" please provide a brief explanation below for the reason why and return this page:

"CONTRACTOR'S INITIALS: _____".

Clay County will accept separate sealed proposals from qualified contractors interested in providing the following: On-Call Civil Engineering Consulting Services.

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

Proposal documents and any addendums are available by accessing the County's Purchasing web site at www.claycountymo.gov/Purchasing/Current_Bids/RFPs , contacting the Purchasing Department at 816-407-3630 or the County's e-procurement system, Demandstar by Onvia at www.demandstar.com . 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.

Ethel Kitchell,
Procurement Officer

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 **INTRODUCTION / DESCRIPTION OF PROJECT/SERVICES:**

The County of Clay in Missouri is seeking proposals from qualified contractors interested in providing On-Call Civil Engineering Consulting Services.

2.0 **SCOPE OF SERVICES:**

Contractors are advised that there are not at this time enough assignments in all work categories to guarantee that a work assignment will be issued. And at this time the main department that will be utilizing the final agreement is Planning & Zoning.

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.
- i. Hourly charges are to begin when contractor arrives at job site or reports to the County Department Head; whichever is requested by the County.
- j. The contractor shall not commence any work until they have notified the County Department Head of their arrival.
- k. The County shall not be responsible for payment to the contractor for any briefings or meetings held between the County and contractor, as these meetings are to the mutual benefit of both parties.

- | | |
|---|---|
| a. Stormwater Engineering | e. Environmental Support Services |
| b. Subdivision and Site Development Engineering | f. Surveying |
| c. Utility Engineering | g. Construction Engineering and Inspection Services |
| d. Geotechnical Services | h. Parks and Recreational Facility Engineering |

STORM WATER ENGINEERING:

Work in this category shall consist of engineering services related to larger scale issues of stormwater and drainage. Services may include, but are not limited to, basin master plans, Firm modifications, watershed retrofit design, habitat restoration planning and design, NPDES permit support, TMDL analysis, stormwater facility retrofit design, review of design documents by others, expert witness services, or general assistance to County staff with issues that involve large scale stormwater issues.

"CONTRACTOR'S INITIALS: _____".

SUBDIVISION AND SITE DEVELOPMENT ENGINEERING:

Work in this category shall consist of engineering services related to development of subdivision (residential, commercial or other) and other projects that are subject to the site review by the County. Services may include, but are not limited to, new facilities or the modification of existing facilities such as upgrading an existing subdivision's roads and drainage to County standards, development or modification of office sites and parking lots as required by the County. Service may also include assisting County staff in matters associated with any of the activities described herein. Firms providing the services required in this work category shall have on staff, or as sub-consultants, the resources necessary to provide all services related to these work items including, but not limited to, landscape architecture, stormwater engineering, structural engineering, utility, architectural, tree mitigation, or other services.

UTILITY ENGINEERING:

Work in this category shall consist of engineering services related to utilities such as water, sewer, natural gas, communications, electric or other similar utilities. Services may include, but are not limited to, computer modeling, feasibility studies, service capacity reports, system design, review of design documents by others, expert witness services, or general assistance to County staff in matters related to utilities.

GEOTECHNICAL SERVICES:

Work in this category shall consist of the field sampling, laboratory testing and the engineering evaluation of such information as is available to render opinions and reports related to geotechnical issues by a Registered Professional Engineer as requested.

ENVIRONMENTAL SUPPORT SERVICES:

Work in this category shall consist of the provision technical and scientific testing, analysis or other investigation in support of environmental issues as may be encountered by the County. Services may include, but not be limited to, water quality monitoring, environmental assessments, remedial action plans, archeological assessments, hazardous materials issues and landfill monitoring. These services shall be performed with the oversight of a Registered Professional Engineer.

SURVEYING:

Work in this category shall consist of surveying services performed by surveyors licensed to practice in the Missouri. Services may consist of, but are not limited to, boundary surveys, construction stakeout, design surveys or record drawing surveys.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES:

Work in this category shall consist of services associated with projects which are in construction or are nearing a construction phase. Services may consist of, but are not limited to, inspection, testing, testing coordination, project management in accordance with County procedures and other related services.

PARKS AND RECREATIONAL FACILITY ENGINEERING

Work in this category shall consist of design services related to Master Plans and design of county parks and/or landscape design projects. Firms selected for this work category shall have a registered landscape architecture firm as part of the design team. Services may include, but are not limited to athletic fields, parking lots, park roads, landscape design, park structures, playground equipment, trails, drainage, and utilities in a park setting.

3.0 COUNTY PROVIDED SERVICES:

The County will provide:

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

4.0 TIMELINE

Timeline for project completion:

NA

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:

- a. Bachelors degree in civil or environmental engineering or equivalent
- b. General knowledge of Clay County, Missouri
- c. Ability to read and interpret construction drawings

Lead Contractor

- d. Contractor established for a minimum of seven (7) years
- e. Specific experience pertaining to the scope of services

Sub- Contractors

- f. Contractor established for a minimum of seven (7) years
- g. Specific experience pertaining to the scope of services
- h. All sub-contractors proposed for this project should be included in the initial response. The County will evaluate the qualifications of the proposal in it's entirety including proposed sub-contractors. In the event the successful lead contractor is unable to utilize the sub-contractor listed in their initial proposal, the lead contractor will require County authorization to utilize an alternative sub-contractor

2.0. **SELECTION PROCESS**

The proposals will be evaluated by a Selection Committee comprised of selected County personnel. 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.

Step One: Evaluation of Responsive Proposals

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. The Selection Committee may request additional submittals.

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. Provider Profile –Lead Contractor(s) – Joint Venture Partners
- f. Key Outside Consultants (Sub-consultants)
- g. 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. 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. 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.

6.0 TERM & RENEWAL OPTION:

- a. The agreement term for the parties herein shall be for one (1) year from the date of County Commission Approval. This agreement however, shall be renewable at the County's option for (3) three additional one (1) year terms.
- 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.

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. 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. 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 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.</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)	_____

“CONTRACTOR’S INITIALS: _____”.

ENCLOSURE II
INTERVIEW 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 Qualifications/Experience & References with Similar Projects Consider experience and references listed. Is the contractor experienced in providing services similar to that requested in the RFP? <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.	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: <ul style="list-style-type: none"> • Project Manager • Project team • Sub-contractors (if applicable) 	30	_____
3.	Applicable Resources Evaluate the extent of applicable resources available to the contractor to complete the County’s projects. <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 projects within proposed time frames 	10	_____
4.	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. <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)	_____

“CONTRACTOR’S INITIALS: _____”.

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.	Contractors Profile	Page
F.	List of Outside Key Contractors that will be used for the County’s services	Page
G.	References	Page ____ - ____
H.	Resumes	Page ____
I.	Project Approach	Page ____ - ____

FORM NO. 1: CONTRACTORS PROFILE

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

1a. Contractor is: National Regional Local

1b. Year Contractor Established: _____

Years of Experience providing On-Call Civil Engineering Consulting Services: _____

Years of Experience providing On-Call Civil Engineering Consulting Services 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

"CONTRACTOR'S INITIALS: _____".

FORM NO. 2: KEY OUTSIDE SUB-CONTRACTORS

Each contractor 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 providing On-Call Civil Engineering Consulting Services: _____

Years of Experience providing On-Call Civil Engineering Consulting 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 providing On-Call Civil Engineering Consulting Services: _____

Years of Experience providing On-Call Civil Engineering Consulting 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 providing On-Call Civil Engineering Consulting Services: _____

Years of Experience providing On-Call Civil Engineering Consulting Services for Public Entities: _____

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

“CONTRACTOR’S INITIALS: _____”.

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:

"CONTRACTOR'S INITIALS: _____".

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 On-Call Civil Engineering Consulting Services for Public Entities:

“CONTRACTOR'S INITIALS: _____”.

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:

"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," "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 "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 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.
 - 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. 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:
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.

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:
 - 1. The County shall send written notice to the contractor setting forth the breach and requesting that such breach be cured.
 - 2. Contractor 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 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:
 - 1. 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%).
 - 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: 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. Contractors 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 it's 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.

"CONTRACTOR'S INITIALS: _____".

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 REQUIREMENTS:
Contractor shall maintain at their own expense the following insurance coverage during the period of the Agreement and will provide County with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this agreement:
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

Contractor agrees to require and shall provide evidence to County that its sub-contractors shall maintain comprehensive general liability, automobile liability, workers' compensation, and professional liability insurance(if such services are provided), for not less than the period of services under agreements with its sub-contractors, and in not less than the amounts outlined for Contractor. The comprehensive general liability policy of Contractor's sub-contractors shall name County and Contractor as an additional insured.

"CONTRACTOR'S INITIALS:_____".

PROVIDER Insurance Company Information

INSURED Insured Company Information

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:	Archdiocese of Baltimore	NAIC #
INSURER B:	Archdiocese of Baltimore	
INSURER C:	Archdiocese of Baltimore	
INSURER D:	Archdiocese of Baltimore	
INSURER E:	Archdiocese of Baltimore	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW ARE IN FULL FORCE AND EFFECT FOR THE 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 COVERAGE PROVIDED BY THIS POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. LIMITS, AGGREGATE LIMITS AND DEDUCTIBLES MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED/LIABINSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> AGGREGATE LIMIT APPLIED PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC	MOC	08/15/07	08/15/08	EACH OCCURRENCE \$1,000,000 POLICY LIMIT \$100,000 MED EXP (per person/occurrence) \$5,000 PERSONAL AND AUTO \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMPLETION \$1,000,000
	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 \$1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ ALL TO SINGLE ACCIDENT \$ LIMITED TERM (per accident) \$
A	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> NON-RESIDENTIAL <input checked="" type="checkbox"/> RESIDENTIAL	MOC	08/15/07	08/15/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY STATE OR FEDERAL REQUIREMENTS APPLICABLE TO THE EMPLOYER ARE INCLUDED. SPECIAL PROVISIONS: None	WCV	05/15/07	05/15/08	<input checked="" type="checkbox"/> NON-STATUTORY LIMITS EL EACH ACCIDENT \$500,000 EL DISEASE - EACH 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.

Bid or RFP #, Job description

CERTIFICATE HOLDER	CANCELLATION
CLAYCOU 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, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

"CONTRACTOR'S INITIALS: _____"