



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

**TITLE-SIGNATURE PAGE
 REQUEST FOR PROPOSAL
 NO. 19-14**

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

CITIZENS SURVEY

One original clearly marked "Original", and six (6) unbound copies must be submitted

RESPONSES MUST BE RECEIVED BY:

9:30 AM local time on May 28, 2014

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL"

RFP 19-14, CITIZENS SURVEY

AND SEND IT TO:

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

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

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

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

Vendors Initials _____

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL"
RFP 19-14, CITIZEN SURVEY

Proposals must be received by 9:30 A.M. local time, on May 28, 2014 at the Purchasing Department, Administration Building, 1 Courthouse Square, Liberty, MO 64068.

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

ON-LINE PROVIDER DISCLAIMER:

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

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

If you have obtained this RFP document from a source other than directly from Clay County or from demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by Clay County as plan holders. It is the proposers' responsibility to check with the Purchasing Department prior to submitting your response to ensure that you have a complete, up-to-date package. The original copy maintained at our offices, in the RFP file folder, shall be considered the official document. In the case of any inconsistency between RFP documents submitted to Clay County, but not clearly listed as an exception by the proposer, the language of the official document shall prevail. Furthermore, any exception or changes to the specifications made by the proposer may be cause to disqualify your submitted response.

Ethel Kitchell
Procurement Officer

Vendors Initials _____

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PART I

Section 1.0 Introduction and Background:

Clay County, Missouri has a population of approximately 230,473 residents and approximately 86,701 households.

Clay County provides a full range of governmental services including law enforcement, roads and bridges; parks and recreational activities, assessment and collection of taxes, commercial and residential code enforcement, planning and zoning, and community development.

For general information about Clay County, Missouri, the Commissioners, and County Offices/Departments, please visit the County's web site at www.claycountymo.gov

The intent of issuing this RFP is to:

Clay County, Missouri is seeking proposals from Vendors with extensive experience in conducting citizen surveys, to design, develop, administer and interpret results for a Clay County, Missouri citizen survey. The purpose of the survey is to assess overall citizen satisfaction with the delivery of Clay County services, for citizens to rate the quality of life in Clay County, to obtain information that would improve services for residents, and for citizens to provide feedback as to which issues are most pressing for Clay County Commission's attention.

The Vendor shall provide the overall management including the design and development of the survey instrument, administration of the survey, analysis of the results and shall report on the findings. The Vendor shall recommend a sample size that will yield statistically valid results from a population of approximately 230,473. Clay County's goal for the upcoming citizen survey is to achieve a response rate in the 35 - 40% range.

Section 2.0 Scope of Work (SOW)/Specifications:

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

Introduction and Executive Summary:

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

County Survey- General Requirements:

- Advise Clay County as to which survey method(s) would yield the most accurate results (i.e., phone, US Mail, internet). If a multimode (two or more survey methods) is proposed, provide detailed descriptions of how you would measure and take into account the modal differences. Include any additional survey weighting to account for the differences between modes.
- If a US Mail survey is conducted, Clay County would like to offer respondents the option of being able to reply on-line. Describe how you would accomplish this for survey participants.
- Develop the size of the sample to be surveyed.
- Design a four page County Survey, working with County Staff.
- Eliminate any problems or defects relating to the survey design.
- The resulting County Survey shall be presented to Clay County Commissioners at a regularly scheduled public meeting for review and approval prior to the survey instrument being finalized and distributed. Vendor's assigned staff shall be present at the meeting to answer any general survey related questions from the Clay County Commissioners and to present recommendations for the upcoming Citizen Survey. Vendor shall include any changes requested by the Clay County Commissioners in the final survey template.

Citizen Survey- Distribution:

- Acquire addresses and geocode them to confirm that each address is in Clay County. Identify the location of each address within the context of three separate geographic sub-sections of the County. Clay County limits and the geographic sub-sections will be provided by Clay County.
- Develop a sampling system to ensure statistically valid results, with a 95% or higher confidence level.
- The Vendor shall prepare cover letters (initial cover letter and follow-up cover letter) and postcards (pre notification and reminder) for County's approval.
- Printing and mailing services, includes stuffing envelopes and postage:
 1. Pre notification postcard
 2. Initial Survey and Cover Letter
 3. Follow-up Survey with updated Cover Letter d. Reminder postcard
 4. Clay County requires evidence of mailing, re: a post office counting
- Completed surveys will be returned to Clay County (using the County's postage account) and then will be sent to the Vendor for cleaning, coding and data entry.

Citizen Survey- Data Collection:

- Data collection management and data entry, including entering verbatim responses for one open-ended question. Open ended questions will be coded according to mutually agreeable categories to allow for analysis.
- Reweigh the collected data according to Census population norms and analyze data.
- Provide the response numbers for each question including "don't know"
- Responses and mark items with a substantial proportion of "don't know".

Citizen Survey- Analysis, Report and Presentation on Findings:

- Analysis of survey data including frequency distributions of all responses, national benchmark comparisons, and comparisons across demographic and geographic subgroups.
- Produce a variety of charts to visually express analysis: pie, bar and longitudinal graphs.
- Provide an in-depth analysis that shows the key service ratings that have the greatest likelihood of influencing resident opinion of overall service quality.
- Produce a report of results categorized around Clay County Commissioners goals (to be provided prior to start of survey), including comparison to national norms/benchmarks and cross tabs of selected results.
- Prepare visual presentation materials for Clay County and present the results to the Clay County Commissioners at a regularly scheduled public meeting.
- This shall be prepared after the submission of the report of Results, and before the presentation of the results to the Clay County Commissioners.
- The comprehensive written report on the citizen satisfaction results is to include items 1-4 above, shall be provided to the City in electronic format. The report shall contain:
 1. Executive Summary,
 2. Methodology,
 3. Survey Respondent Profile,
 4. Main Section describing results, with charts and graphs to illustrate survey findings,
 5. Appendices of cross tabulations or results by geographical sub-groups (to be provided by Clay County) and by demographic subgroups,
 6. Listing of open ended responses,
 7. Jurisdictions included in Benchmark Comparisons, and
 8. Survey Materials.

PART II

Section 3.0 INSTRUCTIONS TO VENDORS:

MINIMUM QUALIFICATIONS:

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

Selection Process:

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

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

Step One: Evaluation of Responsive Proposals

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

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

Step One: Evaluation of Responsive Proposals

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

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

Step Two: Short List Interviews

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

Step Two: Short List for Interviews

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

Vendors Initials_____

Vendor's Cost to Develop Proposal:

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

Instructions for Responding to this Request For Proposal:

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

Conflict of Interest:

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

Yearly Option:

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



SAMPLE AGREEMENT Clay County, Missouri

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

RESOLUTION/AGREEMENT #2014-XXX RFP No. 19-14

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

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

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

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

1. The County employs vendor to provide the services hereinafter set forth.
2. **SERVICES:** The Vendor represents that it is equipped, competent, and able to provide, and that it will provide all services hereinafter set forth in a diligent, competent, and workmanlike manner. Contractor will provide all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County's Request for Proposal No. 19-14 (hereinafter "RFP"); the Contractor's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms/Fee Schedule(s), attached hereto as Exhibit B; and General Terms and Conditions, attached hereto as Exhibit C. In the event of any conflict between provisions in the exhibits attached herein, the provisions set forth in Exhibit C shall control.
3. **PAYMENT AND ADDITIONAL SERVICES:** If additional services are requested by the County, the Vendor will prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the vendor for such approved additional services shall not exceed the approved amount. Vendor's fees for additional services shall be billed on an hourly basis at Vendors's current standard rates.
4. **TERM:** This agreement is for five (5) consecutive one- year periods. Agreement shall be from **MONTH, DAY, YEAR** to **MONTH, DAY, YEAR**. Any increase in cost; fees, expenses and or hourly rates identified at the beginning of each period must be mutually agreed upon by both parties.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission and the Vendor.

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

Approved:

**COUNTY OF CLAY, MISSOURI
COUNTY COMMISSION**

County Counselor

By: _____
Presiding Commissioner

ATTEST:

By: _____

Name: _____

Clerk of the County Commission

VENDOR:

By: _____

Vendors Initials _____

ENCLOSURE I
PROPOSAL RANKING SHEET

SCORING RANGES

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

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

ENCLOSURE I
INTERVIEW RANKING SHEET

SCORING RANGES

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

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

Cost to include all related cost associated with the Services. To include personnel, total hours and service related expenses.

NOT TO EXCEED COST	\$
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FEE SCHEDULE

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

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY RATE

Section 4.0 GENERAL TERMS & CONDITIONS:1. **DEFINITIONS AS USED HEREIN:**

- (a) The term "request for proposal" means a solicitation of a formal, sealed proposal.
- (b) The term "proposer", "contractor", "firm", "service provider" or "vendor" means the person, firm or corporation who submits a formal sealed proposal.
- (c) The term "County" means Clay County, Missouri.
- (d) The term "County Commission" means the governing body of Clay County, Missouri.
- (e) The term "proposer", "contractor", "firm", "provider" or "vendor" means the proposer awarded a contract under this proposal.

- 2. **SCOPE:** The following terms and conditions, unless otherwise modified by Clay County, Missouri, within this document, shall govern the submission of proposals and subsequent agreements. Clay County, Missouri reserves the right to reject any proposal that takes exception to these conditions.
- 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 "Vendor's Initials:____". Any proposals not complying to this condition may be considered non-responsive and rejected.
- 4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted to Ethel Kitchell, Procurement Officer, 1 Courthouse Square, Liberty, MO 64068, or in email to: ekitchell@claycountymo.gov referencing this RFP number, a minimum of five (5) calendar days prior to the proposal closing date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the County in the form of an addendum addressed to all prospective respondents.
- 5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project. All proposals submitted in response to this RFP shall become the property of the County and a matter of public record. All proposals and supporting documents will remain confidential until a final agreement has been executed. Contractors must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure. In the event such an exemption is claimed, the contractor shall be requested to state in the proposal that they will defend any action. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
- 6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the Purchasing Department, Attn: Ethel Kitchell, Procurement Officer, Administration Building, 3rd fl., 1 Courthouse Square, Liberty, MO 64068, prior to the date and time indicated on the title/signature page. All proposals must be received in sealed envelopes that have your name and address in the UPPER left corner. Proposals mailed "EXPRESS MAIL" must have RFP number and due date on the outside of the express mail envelope. Vendor must allow sufficient time for processing through the County's internal mailroom system. Electronic or faxed proposals will not be considered unless authorized by the Request for Proposal. At such time, all proposals received will be formally opened. **The closing will consist of only the name and address recording of proposers.**

7. **RFP EXPIRATION:**
- (a) All RFPs shall be considered as firm for a period of one hundred twenty (120) calendar days, commencing the date and time of the RFP closing and expiring at 5:00 p.m. of the last day. If County extends a closing date through a addendum; the one hundred twenty (120) calendar days shall start from the extended closing date.
 - (b) Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, 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. If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any pre-proposal meeting, the revisions will be provided only to those vendors who attended the pre-proposal meeting.
9. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the title/signature page shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Department prior to the proposal submission deadline. Each Vendor may submit only one (1) response to this proposal.
10. **NEGOTIATION:**
- (a) The County reserves the right to negotiate any and all elements of this proposal.
 - (b) The County reserves the right to award a agreement based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a vendor should submit their initial proposal on the most favorable terms possible to the County. However, should only one proposal be received by the County, the County may, but is not obligated to, conduct negotiations with this Vendor whose Proposal, in the opinion of the County, is competitive or may best meet the needs of the County.
 - (c) The County may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.
 - (d) If the County chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The County reserves the right to follow negotiations with a request for submission of a best and final Proposal.
11. **NON-EXCLUSIVE SERVICES AGREEMENT:** The parties agree that no terms of the Agreement or Attached Exhibits shall be deemed to create an exclusive agreement. Clay County retains the discretionary right to elect to bid or negotiate with other vendors for any project or services.
12. **INVOICING AND PAYMENTS:**
Invoices shall be submitted to: Clay County Facilities Management,
Attn: Assistant County Administrator- Financial, 1 Courthouse Sq., Liberty, MO 64068
Invoices shall contain the following information: agreement number, description of services and prices.
Invoices for newly installed equipment shall list materials and labor unit costs, clearly stated by location.
13. **TAX EXEMPT:** The County and its Departments are exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to ha5.

14. **FUND ALLOCATION:** Continuance of any resulting Resolution, Agreement or issuance of Purchase Order is contingent upon the available funding and allocation of County funds. The Vendor understands that the obligation of the County to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the County, and all provisions of the contract shall be construed so as to give effect to such intent.
15. **BREACH, RIGHT TO CURE AND TERMINATION:** In addition to other remedies available to the parties pursuant to this RFP and/or Agreement, the parties may address the breach of this agreement in the following manner:
- A. **TERMINATION FOR CONVENIENCE.** Either party may terminate this agreement upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the County until said work or services are completed and accepted.
- B. **BREACH AND RIGHT TO CURE.** If, in the sole discretion and judgment of the County, the County believes that the Vendor is in breach of this agreement, including a breach of the terms of this agreement, the filing of a petition in bankruptcy or any conduct which affects the County's property or the health, safety or well-being of any person, the following terms shall apply:
1. The County shall send written notice to the Vendor setting forth the breach and requesting that such breach be cured.
 2. Vendor shall have 30 days from the date of the notice to cure such breach to the satisfaction of the County.
 3. If, after sending such written notice, the breach has not been cured within 30 days to the satisfaction of County, the County may then send a written notice of default to County.
- C. **NOTICE OF DEFAULT.** If the County sends a notice of default to Vendor, Vendor shall have 10 days from the date of the notice to cure such breach to the satisfaction of the County. In the event Vendor fails to cure the breach to the satisfaction of County within 10 days, the County may elect to do all or any of the following:
1. The County may elect to remedy the default by curing the default with department staff or contracting with another vendor to do the work in question. In this event, the Vendor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).
 2. The County may immediately prohibit Vendor from having access to the property or conducting business on the property.
 3. The County Commission, after consideration of the default, may terminate the agreement. In this event, Vendor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any compensation.
- D. **IMMEDIATE TERMINATION.** Nothing contained herein shall limit the County's ability to immediately terminate this agreement upon a determination that a significant breach of this agreement has occurred, including, but not limited to, the cessation of business on the property; creation of significant damage or risk of damage to the County's property; creation of a significant harm or risk of harm to the health, safety or well-being of any person; engaging in criminal conduct; negligently allowing criminal conduct to occur on the property or failing to maintain required levels of insurance as set forth in the agreement between the parties. In the event of immediate termination, Proposer shall be required to immediately vacate the premises, shall not be entitled to any opportunity to remedy the default and shall not be entitled to any compensation.

16. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
Applicable Codes and Ordinances:
 Vendor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.
17. **RIGHTS RESERVED:** The County reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the County.
18. **PROPOSERS PROHIBITED:** Vendors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the County.
19. **DISCLAIMER OF LIABILITY:** The County, or any County Offices/ Departments, will not hold harmless or indemnify any respondent for any liability whatsoever.
20. **INDEMNITY AND HOLD HARMLESS:** Vendor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Vendor, their sub-contractors, employees or agents, and arising out of services performed by Vendor, their subcontractors, employees or agents under this agreement.
21. **LAW GOVERNING:** The laws of the State of Missouri shall govern this agreement. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.
22. **COMPLIANCE WITH APPLICABLE LAW:** Vendor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to Vendor's performance under this agreement. Vendor shall indemnify and hold the County harmless on account of any violations thereof relating to Vendor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
 The following requirements shall be adhered to for compliance with the Revised Statutes of Missouri (RSMo).
 Per RSMo, section 285.530:
 (a) If the contract amount exceeds \$5,000.00 the contractor must by sworn affidavit and provision of documentation affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the provided services.
 (b) The signed affidavit will also affirm that the contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 Effective August 28, 2009; per RSMo, section 292.675:
 (c) For any construction of public works, contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees that includes a course in construction safety and health approved by OSHA. **All employees are required to complete the program within sixty (60) days of beginning work on such construction projects.**

- (d) Any employee found on a worksite subject to this section without documentation of the successful completion of the course required shall be afforded twenty (20) days to produce such documentation before subject to removal from the project.
 - (e) The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
 - (f) If the above requirements are not adhered to, all sums and amounts due and owing as a result of any violation of the fore-mentioned shall be withheld from payment.
 - (g) Any and all other applicable aspects of the Revised Statutes of Missouri shall be strictly adhered to.
23. **ANTI-DISCRIMINATION CLAUSE:** No vendor shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
24. **DOMESTIC PRODUCTS:** Clay County, Missouri has adopted a formal written policy. It is the policy of this County that each agreement for the purchase or lease of manufactured goods or commodities involving an expenditure of \$1,000 or more shall be for goods or commodities manufactured, assembled or produced in the United States. This policy shall not apply where the cost of the agreement would be increased by more than 10% , when only one line item of a particular good or product is manufactured, assembled or produced in the United States, or when the specified products or not in sufficient quantities to meet the County's needs. (Ord GO -91-126- Purchasing Chapter 37.38)
25. **CONFLICTS:** No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Vendor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Vendor further covenants that in the performance of this agreement no person having such interest shall be employed.
26. **DEBARMENT:** By submission of its response, the Vendor certifies that neither it nor its principals is presently debarred or suspended by any Federal, State Department or Agency, including listing in the U.S. General Services Administration's List of Parties excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State Department, agency or provision of law. If the vendor is unable to certify any of the statements in this certification, the Vendor must attach an explanation to its response.
27. **TERM OF CONTRACT**
The term of this contract shall be for One (1) year. Clay County reserves the right to renew this contract for up to four (4) additional years, in one-year renewal options under the same terms and conditions.

28. **INSURANCE:** Vendor shall provide the insurance certificate when County notifies them of Recommendation for award:

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

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

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

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

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

Insurance coverage and limits of coverage required are:

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

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

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

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

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

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

CHANGES IN INSURANCE COVERAGE:

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

INSURANCE RATING:

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

CHANGES:

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

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

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

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

SUBCONTRACTORS:

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

DRUG FREE WORKPLACE:

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

END OF GENERAL TERMS & CONDITIONS

FORM NO. 1: PROJECT NARRATIVE

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

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

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:

Vendors Initials_____

FORM NO. 2: VENDOR'S PROFILE

1. Vendor's Name and Address:

1a. Vendor is: National Regional Local

1b. Year Vendor Established: _____

Years of Experience: _____

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

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

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

Vendors Initials _____

FORM NO. 3: EXPERIENCE / REFERENCES

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

Reference's Company Name & Address:

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

Scope of Entire Services: _____

Nature of Vendor's responsibility in services: _____

Start and end of agreement Dates: _____

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

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

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

(a) Name and Title: _____

(b) Project Assignment: _____

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

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

(e) Current Registration(s):

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

Vendors Initials _____

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

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

YES_____ NO_____

INITIALS: _____

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- 5) The Purchasing Agent is responsible to handle the solicitation and award the contract. The Purchasing Agent has sole authority to modify the contract and handle disputes regarding the substance of the contract. The Purchasing Agent is the Buyer of Record, Clay County, Missouri.
- 6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

WEBSITE INFORMATION

- 1) Does your company have a website? YES_____ NO _____

- 2) If yes please provide the website address:

www. _____

- 3) Can product(s) be ordered from that website? YES_____ NO _____

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

YES_____ NO _____