



CLAY COUNTY
DEPARTMENT OF PURCHASING AND CONTRACT SERVICES
REQUEST FOR PROPOSAL (RFP)

RFP NO.: 60-15
ISSUE DATE: 12/18/2015

BUYER: Jennifer Rogers
E-MAIL: jrogers@claycountymo.gov

PROPOSAL RESPONSES MUST BE RECEIVED BY NO LATER THAN (“CLOSE/RETURN DATE and TIME”):
01/07/2016 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number, RFP Title and Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in Clay County Purchasing office prior to the return date and time.

RETURN PROPOSAL TO: **CLAY COUNTY ~ PURCHASING DEPARTMENT**
ADMINISTRATION BUILDING
ATTN: JENNIFER ROGERS
1 COURTHOUSE SQUARE, 3RD FLOOR, COMMISSION FRONT DESK
LIBERTY, MO 64068

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

CLAY COUNTY OPERATIONS
16616 NE 116TH ST
KEARNEY, MO 64060

By signing this RFP cover page, the offeror shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Contract Terms and Conditions. The offeror shall further agree that the language of this RFP shall govern in the event of a conflict with his/her proposal. In addition, the offeror shall further agree that upon receipt of an authorized purchase order from Clay County or when a Contract Resolution is signed and issued by an authorized official of Clay County, a binding contract shall exist between the offeror and Clay County.

SIGNATURE REQUIRED

Company Name		Authorized Representative (Print)	
Street Address		Authorized Signature	
City/State/Zip	County	Date	Company Tax ID No.
Telephone No.	Facsimile No.	E-Mail	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	<input type="checkbox"/> State/Local Government	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt
Vendor Tax Filing Type With IRS (Check One)			

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective offerors for Water Sport (Kayak, paddle board, etc. rental) for Clay County Parks in accordance with the requirements and provisions stated herein.

1.1.2 RFP Document Contents: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

Section 1:	Introduction and General Information
Section 2:	Scope of Work/Functional Specifications
Section 3:	Performance Requirements
Section 4:	Proposal Submission Information
Section 5:	Contractual Terms and Conditions
Section 6:	Evaluative Information
Exhibit A:	Pricing
Exhibit B:	Experience and Expertise
Exhibit C:	Method of Performance
Exhibit D:	Miscellaneous Information

Attachment 1: SAMPLE Resolution Agreement (contract cover page)

Attachment 2: SEALED BID LABEL

1.2 RFP Questions:

1.2.1 Questions and issues relating to the RFP must be directed to the buyer, Jennifer Rogers. It is preferred that questions be e-mailed to jrogers@claycountymo.gov.

1.2.2 **All questions and issues should be submitted no later than December 31, 2015.** If not received prior to the aforementioned date, the Clay County Purchasing Agent may not be able to fully research and consider the respective questions or issues.

1.2.3 Questions and issues necessitating requirement changes or clarifications will result in an addendum to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).

1.3 Offeror's Contacts:

1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any other Clay County employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should only contact the buyer of record.

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1.4 Definitions: *The following definitions shall apply throughout this document:*

- 1.4.1 **“Addendum”** shall mean a written, official modification to an RFP.
- 1.4.2 **“Amendment”** shall mean a written, official modification to an awarded contract as approved by the Clay County Commission.
- 1.4.3 **“Attachment”** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- 1.4.4 **“Buyer”** shall mean the procurement staff member of Clay County Purchasing Agent. The **Contact “Person”** as referenced herein is usually the Buyer.
- 1.4.5 **“Contract”** shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services. All contracts must be approved by the Clay County Commission.
- 1.4.6 **“Contractor”** shall mean a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 1.4.7 **“Entity”** shall mean the unit of Clay County government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the **Clay County Purchasing Agent (CCPA) via the Department of Purchasing and Contract Services (DP&CS)**. The entity is also often referred to as **“the County”**. The entity is also responsible for payment.
- 1.4.8 **“Exhibit”** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- 1.4.9 **“May”** shall mean that a certain feature, component, or action is permissible, but not required.
- 1.4.10 **“Must”** shall mean that a certain feature, component, or action is a mandatory condition.
- a. The offeror’s proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words “must” and “shall”). Failure to fulfill mandatory requirements shall make the offeror’s proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. Clay County shall not award a noncompliant proposal.
- 1.4.11 **“Offeror”** shall mean the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- 1.4.12 **“Pricing Page(s)”** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- 1.4.13 **“Proposal Opening Date and Time”** and similar expressions shall mean the exact deadline required by the RFP for the receipt of sealed proposals.
- 1.4.14 **“Request for Proposal (RFP)”** shall mean the solicitation document issued by the DP&CS to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

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- 1.4.15 **“RSMo (Revised Statutes of Missouri)”** refers to the body of laws enacted by the Legislature which govern the operations of all public governmental entities of the state of Missouri. Chapter 50 of the statutes is the primary chapter governing the operations of DP&CS.
- 1.4.16 **“Shall”** shall have the same meaning as the word “must”.
- 1.4.17 **“Should”** means that a certain feature, component and/or action is desirable but not mandatory.
- 1.4.18 **“Vendor”** shall have the same meaning as the word “Offeror”.

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2. SCOPE OF WORK / FUNCTIONAL SPECIFICATIONS

This section of the RFP includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Clay County Entity. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the proposal is accepted by Clay County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the offeror (if any) in the appropriate sections of Exhibit A, Pricing Pages.

2.1 General Requirements:

- 2.1.1 The contractor must provide a Paddlesport services, which meets or exceeds the specifications contained in this document.
- 2.1.2 Provide safe and family friendly equipment and instructions open to the public.

2.2 Specific Requirements:

- 2.2.1 Provide rental and delivery of kayak and stand up paddleboard (SUP) rentals to visitors of Smithville Lake.
- 2.2.2 All prices, fees, and increases for any and all proposed rental services must be approved by the County. Proposers should submit their proposed price lists and hours of operation.
- 2.2.3 The vendor must cooperate with County during special events or other unanticipated eventualities.
- 2.2.4 The vendor will also be required to obtain all necessary city, county, state and federal permits necessary for the outfitting and operation of this business.
- 2.2.5 The awarded vendor may conduct business on lake property via mobile concession.
- 2.2.6 The awarded vendor would need to pay entry fees or may purchase a pass like any other patron of the lake.
- 2.2.7 Suggested uses of non-motorized watercraft are to be in no wake zones.
- 2.2.8 The County assumes no liability for the use of the service or equipment provided by the vendor.
- 2.2.9 The hours of operations vary by the season at Smithville Lake, so the vendor will need to adjust their hours accordingly.

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3. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.

3.1 Open Competition/Request For Proposal Document:

- 3.1.1 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DP&CS if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DP&CS, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten (10) calendar days prior to the official proposal opening date.
- 3.1.2 Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.
- 3.1.3 Offerors are cautioned that the only official position of Clay County shall be that which is issued by the DP&CS in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.1.4 The DP&CS shall have the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the Clay County Current Bidding Opportunities website at: <https://www.claycountymo.gov/bids/current> to obtain a copy of the addendum(s).
- 3.1.5 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- 3.1.6 Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 3.1.7 Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- 3.1.8 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 3.1.9 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

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3.2 Preparation and Submission of Proposals:

3.2.1 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal in **Tabbed Sections** as indicated below. Offeror's proposal should be well-organized, straightforward, and easy to review. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given under the Method of Performance/Project Approach.

a. Tabbed Sections should be as follows:

- 1) **Tab 1:** Signed RFP Cover Page and any RFP Addendum Cover Pages
- 2) **Tab 2:** Table of Contents
- 3) **Tab 3:** Transmittal Letter/Executive Summary
- 4) **Tab 4:** Complete copy of the RFP with pages initialed by Vendor (refer to RFP paragraph 4.2.2 c)
- 5) **Tab 5:** Exhibit A – Pricing Pages
- 6) **Tab 6:** Exhibit B – Experience and Expertise
- 7) **Tab 7:** Exhibit C – Method of Performance/Project Approach
- 8) **Tab 8:** Exhibit E – Miscellaneous Information

3.2.2 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposal as it relates to the evaluation categories to allow the County to conduct a complete and efficient evaluation. The County is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

- a. **It is recommended that offerors respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County provisions and conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor must identify the specific page and paragraph being referenced.
- b. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- c. 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 shall become a part of any agreement award as a result of this solicitation. **The offeror 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.

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3.2.3 **Proposal Copies: The offeror's proposal should include an original document, plus two (2) copies for a total of three (3) hard copy documents.**

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the hardcopy shall govern.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

3.2.4 **Confidentiality of Proposal Information and Delivery Submission:** Each proposal must be submitted in or under cover of a sealed envelope or package to provide confidentiality of the information enclosed. The outside of the envelope/package should be clearly marked with RFP number and the name of the project (RFP Title) as well as the proposal due date listed. All proposals submitted in response to this RFP shall become the property of the County and a matter of public record.

- a. All proposals and supporting documents will remain confidential until a final agreement has been executed.
- b. Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. **The offeror shall not submit the entire proposal as proprietary or confidential.** The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute ***must*** be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021 which may be viewed at the following web site link: <http://www.moga.mo.gov/statutes/C600-699/610000021.HTM>. In the event the vendor claims portions of their proposal response as "confidential", the contractor shall be requested to state prior to contract award that they will defend any action by the public disclaiming such confidentiality.
- c. The offeror must allow sufficient time for processing through the County's internal mailroom system. Electronic or faxed proposals shall not be considered unless authorized by the Request for Proposal.

3.2.5 **Compliance with Requirements, Terms and Conditions: Offerors are cautioned that Clay County shall not award a non-compliant proposal.** Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the County exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).

- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the County's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

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- c. Offerors shall deliver a hard copy proposal to DP&CS and must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

3.2.6 Proposal Response Modifications: A proposal which has been delivered to the DP&CS office, may be modified by signed, written notice which has been received by the DP&CS prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.

3.2.7 Proposal Response Withdrawals: A proposal which has been delivered to the DP&CS office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DP&CS prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.

- a. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.

3.2.8 Prohibition of Electronic Submissions of Proposal Responses: Faxed or e-mailed proposal responses **shall not** be accepted, unless otherwise specified in the RFP. However, faxed and e-mail "no bid" notifications shall be accepted.

3.3 Debarment:

3.3.1 By submission of its proposal response, the vendor shall hereby certify that neither it nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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. If the vendor is unable to certify any of the statements in this certification, the vendor must attach an explanation to its proposal response.

3.4 Proposal Opening:

3.4.1 Proposal openings are public on the opening date and at the opening time specified on the RFP document. At the proposal open date and time, all proposals received will be formally opened. Only the names and location (City, State) of the offerors shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.

3.4.2 Proposals which are not received in the DP&CS office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. **All proposals must be time stamped in at the Commission Front Desk Reception area located at: 1 Courthouse Square, 3rd Floor, Liberty, MO 64068.** Late proposals may only be opened under extraordinary circumstances as indicated below:

- a. Under extraordinary circumstances, the Purchasing Agent or designee, may authorize the opening of a late proposal. In such cases, the proposal must have been turned over to the physical control of an

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independent postal or courier service with promised delivery time prior to the time set for the opening of bids. All such decisions are at the sole discretion of the Purchasing Agent or designee.

- b. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:
 - 1) County offices were closed due to inclement weather conditions;
 - 2) Postal or courier services were delayed due to labor strikes or unforeseen “Acts of God”; or
 - 3) Postal or courier service did not meet delivery time promised to the offeror. In such a case, the offeror must provide written proof that promised delivery time was prior to the time set for the opening of bids/proposals.

3.5 Proposal Expiration:

- 3.5.1 All proposal responses shall be considered as firm and valid for a period of one hundred twenty (120) calendar days, commencing the date and time of the RFP closing return date and expiring at 5:00 p.m. of the last day. If County extends a closing date through an addendum; the one hundred twenty (120) calendar days shall start from the extended closing date.
- 3.5.2 Unless withdrawn, as provided in this RFP, a proposal response shall be binding on the vendor, and may be received by the County at any time up to and including the proposed RFP closing return date.

3.6 Preferences:

- 3.6.1 In the evaluation of proposals, preferences shall be applied in accordance with applicable County Ordinances, applicable Missouri statutes and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- 3.6.2 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

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3.7 Proposal Evaluation and Award:

3.7.1 After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Experience and Expertise	40
Method of Performance / Project Approach	40
Reliability and Resources	20
TOTAL	100

3.7.2 The evaluator(s) shall utilize the following scoring ranges to assess evaluation points based on their subjective judgment of the proposal responses to the aforementioned subjective evaluation criteria.

Subjective Judgment Description	40 Point Questions	20 Point Questions
Outstanding/ Optimal	34-40	17 – 20
Exceeds Acceptable	27-33	13 – 16
Acceptable/ Satisfactory	20-26	9 – 12
Marginal/ Inadequate	0-19	0 – 8

3.7.3 Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

3.7.4 Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DP&CS to be in the best interest of Clay County.

3.7.5 Pricing shall be evaluated at the maximum potential financial liability to Clay County.

3.7.6 Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Ordinance chapter 37, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

3.7.7 In the event all offerors fail to meet the same mandatory requirement in an RFP, DP&CS shall have the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DP&CS shall have the right to waive any minor irregularity or technicality found in any individual proposal.

3.7.8 The DP&CS shall have the right to reject any and all proposals.

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- 3.7.9 When evaluating a proposal, the County shall have the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- 3.7.10 Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- 3.7.11 The DP&CS shall have the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 3.7.12 The final determination of contract(s) recommendations for award shall be made by DP&CS with signature approval from the County Commission for any awarded contract(s).
- 3.7.13 Competitive Negotiation of Proposals:
- a. The offeror is advised that under the provisions of this Request for Proposal, Clay County Purchasing Agent (DP&CS) reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - b. Negotiations may be conducted in person, in writing, or by telephone.
 - c. Negotiations shall only be conducted with potentially acceptable proposals. DP&CS reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase.
 - d. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless DP&CS determines that a change in such requirements is in the best interest of the County.
 - f. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- 3.7.14 Proposal Presentation and/or Solution Demonstration: After an initial screening process, a proposal presentation and/or a solution demonstration may be conducted with the offeror, if requested by the DP&CS. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the DP&CS.
- 3.7.15 Award Determination: Any award of a contract must be approved by the County Commissioners and shall be made by notification from the DP&CS to the successful offeror. Clay County shall have the right to make awards by item, group of items, or an all or none basis. Clay County may make awards to multiple vendors. The grouping of items and/or multiple vendor awards shall be determined by Clay County based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Clay County.

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3.8 Evaluation of Cost:

- 3.8.1 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the County shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.
- 3.8.2 The evaluation shall cover the original contract period plus renewal periods.

3.9 Evaluation of Experience and Expertise:

- 3.9.1 The evaluation of the Experience and Expertise shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

3.10 Evaluation of Method of Performance/Project Approach:

- 3.10.1 The evaluation of the Method of Performance/Project Approach shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. Clay County shall have the right to subjectively evaluate the offeror's proposed optional products and/or services within the evaluation category of Method of Performance/Project Approach.

3.11 Evaluation of Reliability and Resources:

- 3.11.1 The evaluation of the Reliability and Resources shall be subjective based on fact. Information provided by the offeror in response to Exhibit D of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

3.12 Miscellaneous Requested Information:

- 3.12.1 Other Miscellaneous Requested Information: The bidder should respond to the information requested in Exhibit D, Miscellaneous Requested Information.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

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4. CONTRACT TERMS AND CONDITIONS

This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by Clay County and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

4.1 Contract:

4.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Clay County's acceptance of the proposal by Contract Resolution notice of award. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. Order of Precedence: Any inconsistency in the binding contract shall be resolved by giving precedence in the following order:
 - 1) The Clay County RFP including addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions;
 - 2) Written clarification communications between Clay County Purchasing Agent and Offeror (emails, letters, memos, etc. of the proposal), if any that are specifically accepted as included in the Contract Resolution notice of award;
 - 3) The offeror's proposal including any BAFO response(s);
 - 4) Clay County's acceptance of the proposal by Contract Resolution notice of award; and
 - 5) Any boilerplate vendor professional service, licensing, or consulting agreements included as part of the offeror's proposal responses; however, such vendor boilerplate agreements must not conflict with the terms and conditions of the Clay County RFP document.
- b. A notice of award issued by Clay County does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for Clay County, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Clay County entity.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- d. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Clay County Purchasing Agent prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

4.2 Non-Exclusive Agreement:

4.2.1 The parties agree that no terms of the contract agreement or attached exhibits shall be deemed to create an exclusive agreement. Clay County shall retain the discretionary right to elect to bid or negotiate with other vendors for any project or services.

Vendor's Initials: _____

4.3 Contract Period:

4.3.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period.

4.4 Renewal Options:

4.4.1 Clay County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event Clay County exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) “CPI-U, All Items” rate, whichever is lower, of the firm, fixed pricing stated within the RFP.

4.5 Contract Extension:

4.5.1 In the event of an extended re-procurement effort and the contract’s available renewal options have been exhausted, Clay County shall have the right to extend the contract. If exercised, the extension shall be for a reasonable period of time not to exceed 120 days as mutually agreed to by the County and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

4.6 Price:

4.6.1 All prices shall be firm, fixed and as indicated in Exhibit A Pricing Pages. Clay County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Unless stated in Exhibit A, Pricing Pages, the County shall assume absolutely no other costs exist to satisfy the RFP’s requirements. Therefore, the awarded contractor shall be responsible for any additional costs.

4.7 Tax Exempt:

4.7.1 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.

4.8 Fund Allocation:

4.8.1 Continuance of any resulting Resolution, Agreement or issuance of Purchase Order shall be 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 shall be 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.

Vendor’s Initials: _____

4.9 Liabilities:

- 4.9.1 The contractor shall be responsible for any and all personal injury (including death) or property damage and for the loss of, or damage to, the county’s records or data as a result of the contractor's negligence or willful misconduct involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save Clay County, including its entities, employees, and assignees, from every expense, liability, or payment arising out of such negligent or willful act. The contractor also agrees to hold Clay County, including its entities, employees, and assignees, harmless for any negligent or willful act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 4.9.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Clay County, including its entities, employees, and assignees.
- 4.9.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the County for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.10 Disclaimer of Liability:

- 4.10.1 The County, or any County Offices/ Departments, shall not hold harmless or indemnify any vendor/contractor for any liability whatsoever.

4.11 Indemnity and Hold Harmless:

- 4.11.1 The contractor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney’s fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the contractor, their sub-contractors, employees or agents, and arising out of services performed by the contractor, their subcontractors, employees or agents under this agreement.

4.12 Law Governing:

- 4.12.1 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.
- 4.12.2 The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 4.12.3 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Clay County.
- 4.12.4 The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

Vendor’s Initials:_____

4.12.5 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.12.6 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

4.13 Compliance with Applicable Law:

4.13.1 The 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 the contractor's performance under this agreement. The contractor shall indemnify and hold the County harmless on account of any violations thereof relating to the contractor'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.

4.14 Remedies and Rights:

4.14.1 No provision in the contract shall be construed, expressly or implied, as a waiver by Clay County of any existing or future right and/or remedy available by law in the event of any claim by Clay County of the contractor's default or breach of contract.

4.15 Force Majeure:

4.15.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Clay County, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a Force Majeure event. The contractor must give written notice of any Force Majeure event to the Clay County entity within twenty-four (24) hours after its occurrence in order to receive the liability protections of this paragraph.

4.16 Termination:

4.16.1 Clay County shall have the right to terminate the contract at any time, for the convenience of Clay County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

4.16.2 If county, state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in relevant laws to this contract or agreement, the obligations of each party may, at the sole discretion of Clay County, be terminated in whole or in part, effective immediately or as determined by Clay County, upon written notice to the contractor from the DP&CS.

4.16.3 In the event of termination of the contract or cancellation for material breach, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Clay County entity, become the property of the Clay County entity, as authorized by law.

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4.17 Subcontractors:

4.17.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and Clay County and to ensure that Clay County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between Clay County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of Clay County prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

4.18 Assignment:

4.18.1 The contractor shall not transfer, convey, sublet, assign any interest, rights, title, powers to execute in the contract, whether by assignment or otherwise, to any other person, company or corporation without the prior written consent of the Clay County.

4.19 Insurance:

4.19.1 The contractor shall understand and agree that Clay County cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Clay County, its entities, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds Clay County as an additional insured.

4.19.2 The contractor shall provide the insurance certificate when County notifies them of Recommendation for Award:

- a. The contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this RFP, to protect the County and the contractor from claims which may arise out of or result from the contractor's operations under the agreement documents, whether such operations be by the contractor or by any subcontractor:
 - 1) Worker's Compensation Laws
 - 2) Disability Benefit Laws
 - 3) Occupational Sickness or Disease Laws
 - 4) Other similar employee benefit laws
- b. The contractor must also carry liability insurance naming Clay County as "Additional Named Insured" with a \$2,000,000 umbrella.
- c. Failure of the contractor to maintain proper insurance coverage shall not relieve the 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

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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.

- 4.19.3 The contractor shall provide the following insurance coverage and limits of coverage:
- a. Worker's Compensation: Statutory
 - b. Employer's Liability: \$500,000/each employee
 - c. General Liability: \$2,000,000/each occurrence
 - d. Property Damage: \$300,000/each occurrence
- 4.19.4 It shall be the responsibility of the contractor to provide a copy of this proposal to their insurance carrier.
- 4.19.5 It may also be required that the contractor's insurer and coverage be approved by County prior to execution of the contract.
- 4.19.6 No work shall be started until Clay County is in receipt of the contractor's Certificate of Insurance.
- 4.19.7 Insurance certificates shall reference project name and RFP Number and be sent to Clay County Administration Building, Attn: Jennifer Rogers, Purchasing Manager, 1st floor, Department of Purchasing & Contract Services at 1 Courthouse Square, Liberty, MO 64068.
- 4.19.8 The insurance carrier of the insured shall be 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.

4.20 Changes in Insurance Coverage:

- 4.20.1 The contractor shall notify the County of changes in insurance coverage in writing within 30 days.

4.21 Insurance Rating:

- 4.21.1 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.

4.22 Conflicts:

- 4.22.1 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 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. The contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The contractor further covenants that in the performance of this agreement no person having such interest shall be employed.
- 4.22.2 The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

4.23 Contractor Status:

- 4.23.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Clay County. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements,

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overtime, etc., and agrees to indemnify, save, and hold Clay County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

4.24 Cooperative Procurement Program:

4.24.1 If the contractor has indicated agreement on the Exhibit E with participation in the Cooperative Procurement Program, the contractor shall provide **Water Sport Services** as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and Clay County bears no financial responsibility for any payments due the contractor by such governmental entities.

4.25 Coordination:

4.25.1 The contractor shall fully coordinate all contract activities with those activities of the Clay County entity. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Clay County entity or the Clay County Purchasing Agent throughout the effective period of the contract.

4.26 Document Retention:

4.26.1 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the funding entity and stated in the contract. The contractor shall allow authorized representatives of the Clay County entity, state, and federal government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Failure to retain adequate documentation for any product or service billed may result in recovery of payments for product/services not adequately documented.

4.27 Transition:

4.27.1 Upon award of the contract, the contractor shall work with the Clay County entity and any other organizations designated by the Clay County entity to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the County.

4.27.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the County to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the County, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the County and/or to the entity's designee within seven (7) calendar days after receipt of the written request in a format and condition that are acceptable to the County.
- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

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- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the County, in order to insure the completion of such service prior to the expiration of the contract.

4.28 Substitution of Personnel:

- 4.28.1 The contractor agrees and understands that Clay County's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Clay County entity. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Clay County entity's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. Clay County agrees that an approval of a substitution will not be unreasonably withheld.

4.29 Replacement of Damaged Product:

- 4.29.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4.30 Substitutions of Products/Services:

- 4.30.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Clay County Department of Purchasing and Contract Services (DP&CS).
- 4.30.2 The County shall have the right to allow the contractor to substitute any new product or service offered by the contractor on all undelivered and future orders if the quality is equal to or greater than the product/service under contract and if the prices are equal to or less than the contract prices. The DP&CS shall be the final authority as to acceptability.
- 4.30.3 In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the DP&CS. The DP&CS shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

4.31 Single Point of Contact:

- 4.31.1 The contractor must function as the single point of contact for the County, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all equipment, products, software and services provided.

4.32 Invoicing and Payment:

- 4.32.1 Invoices shall be submitted to: Clay County Parks, Attn: Lori Miller, 17201 Paradesian Smithville, MO 64089.
- 4.32.2 Invoices shall contain the following information:
 - a. Contract agreement number,
 - b. description of products/services, and
 - c. prices.

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- 1) Invoices for newly installed equipment shall list materials and labor unit costs, clearly stated by location.
- 4.32.3 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Clay County may withhold payment or reject invoices under the contract.
 - 4.32.4 Final, accurate invoices are due by no later than thirty (30) calendar days of the expiration of the contract, unless otherwise stated in the contract. Clay County shall have no obligation to pay any invoice submitted after the due date.
 - 4.32.5 If a request by the contractor for payment or reimbursement is denied, Clay County shall provide the contractor with the written notice of the reason(s) for denial.
 - 4.32.6 If the contractor is overpaid by Clay County, upon official notification by the entity, the contractor shall provide the entity with a check payable as instructed by the entity in the amount of such overpayment. The contractor shall submit the overpayment to the County at the address specified by the County.
 - 4.32.7 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
 - 4.32.8 The County assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.
 - 4.32.9 All invoices for equipment, supplies, and/or services purchased by Clay County shall be subject to late payment charges pursuant to the following:
 - a. After the forty-fifth (45th) day following the later of the date of delivery of the supplies and services or the date upon which the invoice is duly approved and processed, interest retroactive to the thirtieth (30th) day shall be paid on any unpaid balance. The rate of such interest shall be three percentage points above the average predominant prime rate quoted by commercial banks to large businesses, as determined by the Board of Governors of the Federal Reserve System.
 - 4.32.10 Clay County shall have the right to purchase goods and services using a Purchasing Card.

4.33 Contract Monitoring:

- 4.33.1 The County shall have the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the County determines the contractor to be at high-risk for non-compliance, the County shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below.
 - a. Withholding authority to proceed to the next phase of the project until the Clay County entity receives evidence of acceptable performance within a given contract period;
 - b. Requiring additional, more detailed financial reports or other documentation;
 - c. Additional contract monitoring;
 - d. Requiring the contractor to obtain technical or management assistance; and/or
 - e. Establishing additional prior approvals from the County.

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4.34 Property of Clay County:

- 4.34.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of Clay County. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the County.

4.35 Inspection and Acceptance:

- 4.35.1 No equipment, supplies, and/or services received by Clay County pursuant to a contract shall be deemed accepted until the County has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- 4.35.2 The contractor shall understand and agree that all equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, the contractor shall understand and agree that all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- 4.35.3 Clay County shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- 4.35.4 Clay County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the County may have.

4.36 Safety:

- 4.36.1 The contractor shall understand and agree that 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.

4.37 Applicable Codes and Ordinances:

- 4.37.1 The contractor shall hereby certify 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.

4.38 Breach of Contract and Contract Cancellation:

- 4.38.1 In the event of material breach of the contractual obligations by the contractor, Clay County may cancel the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 business days from notification, or at a minimum the contractor must provide the County within 10 business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.38.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of cancellation terminating the contract immediately. If it is determined the County improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.38.3 If the County cancels the contract for breach, the County shall have the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms

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and in such manner as the County deems appropriate and charge the contractor for any additional costs incurred thereby.

4.38.4 **Notice of Default:** In the event the contractor fails to cure the breach to the satisfaction of County within 10 days, or within the written cure plan as agreed to by the County, the County may elect to do all or any of the following:

- a. 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 contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).
- b. The County may immediately prohibit the contractor from having access to the property or conducting business on the property.
- c. The County Commission, after consideration of the default, may terminate the agreement. In this event, the 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 additional compensation.

4.38.5 **Non-Appropriation of Funds:** The contractor understands and agrees that funds required to fund the contract must be appropriated by the County Commission for each fiscal year included within the contract period. The contract shall not be binding upon the County for any period in which funds have not been appropriated, and the County shall not be liable for any costs associated with termination caused by lack of appropriations.

4.39 Communications and Notices:

4.39.1 Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail with confirmed receipt or hand-carried and presented to an authorized employee of the offeror/contractor.

4.40 Bankruptcy or Insolvency:

4.40.1 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DP&CS immediately.

4.40.2 Upon learning of any such actions, the County shall have the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

4.41 Non-Discrimination and Affirmative Action:

4.41.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;

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- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

4.41.2 If discrimination by a contractor is found to exist, the County shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the County until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

4.42 Americans with Disabilities Act:

4.42.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

4.43 Drug Free Workplace:

4.43.1 The contractor (whether an individual or company) shall agree to provide a drug free workplace.

4.44 Titles:

4.44.1 Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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EXHIBIT A
Experience and Expertise
(evaluation value 40 points)

The evaluation of the offeror's experience and expertise shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

A.1 EXPERIENCE, EXPERTISE & RELIABILITY:

1. Offeror is: National Regional Local
2. Year Offeror’s organization/company was established:
3. How many years has the offeror been providing kayak and/or SUP rental?
4. Licensed to do business in the State of Missouri: Yes No
5. Provide an organizational chart that identifies the key personnel that you propose to be involved in providing the proposed services and their direct chain of report. Identify management and key personnel that will be assigned to manage the services in the proposal. List the person’s name, title, years of experience and any other qualification relevant to the offeror’s proposal.
6. If submittal is by Joint Venture, list participating subcontractor and outline specific areas of responsibility (including financial):

Has this Joint Venture previously worked together? Yes No
7. Describe any recent (3 years or less) or pending mergers, acquisitions, or re-organizations that have been or may be encountered by your company and the anticipated impact of such events on your company.
8. Describe any current legal actions against your company, (pending or resolved within the past three years from date of issuance of this RFP that are or were held in a legal venue within the United States), in particular as it relates to the services you are proposing in response to this RFP, and provide the current status of any such actions.
9. The offeror should describe their organization’s financial stability and any other financial, partnerships, facilities, staffing resources available to the offeror to help support any subsequent contract.
10. The offeror should provide a description of three (3) related kayak and/or SUP rental experiences within the past six (6) years that are similar in size and scope as what is requested in this RFP.
 - The offeror should provide three (3) references to contact to verify the experience and performance of the offeror. Reference contacts should include name of contact, their telephone number, and email address as well as a brief description of the services that explains how the experience was similar to what is requested in this RFP.

Vendor’s Initials:_____

EXHIBIT A ~ Continued

Provide the following information on separate reference tables for each of the three (3) vendor references provided:

REFERENCE TABLE

Reference # ____ of ____	
Customer Name:	
Address:	
Name of Contact:	
Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	
Description of the provision of an Equestrian Building with indication of how this project experience was similar/relevant to what is requested in the RFP:	

Reference # ____ of ____	
Customer Name:	
Address:	
Name of Contact:	
Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	
Description of the provision of an Equestrian Building with indication of how this project experience was similar/relevant to what is requested in the RFP:	

Reference # ____ of ____	
Customer Name:	
Address:	
Name of Contact:	
Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	
Description of the provision of an Equestrian Building with indication of how this project experience was similar/relevant to what is requested in the RFP:	

Vendor's Initials: _____

EXHIBIT B
Method of Performance/ Project Approach
(evaluation value 40 points)

The evaluation of the offeror's proposed method of performance/project approach shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed method of performance/project approach. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the offeror's responsibility to make sure all products/services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical/business background to conduct an evaluation when presented complete information.

B.1 METHOD OF PERFORMANCE/ PROJECT APPROACH INFORMATION:

1. Describe your goals and objectives for the rental operation.
2. Describe your proposed rental list in detail.
3. Describe how you will market the activities and services offered at the site.
4. Describe how you will address public access.
5. Provide background information on your organization including the mission and history, and any other relevant information you would like the County to know.

Vendor's Initials: _____

Exhibit C
Reliability and Resources
(evaluation value 20 points)

The evaluation of the offeror's reliability and resources shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the company's reliability and resources. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

C.1 RELIABILITY & RESOURCES:

1. Provide a Statement of Financial Condition. Significant weight will be given to such financial information in the selection process.
2. What is your overall inventory of kayaks and/or SUP?

Vendor's Initials: _____

**EXHIBIT D
Miscellaneous Information**

D.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

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 Request For Proposal 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 Request For Proposal as a joint participating entity.

4) All sales to other jurisdictions shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration shall be the responsibility of the ordering jurisdiction.

5) The Purchasing Agent shall be responsible to handle the solicitation and award the contract. The Purchasing Agent shall have the sole authority to modify the contract and handle disputes regarding the substance of the contract. The Purchasing Agent shall be 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.

D.2 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 _____

Vendor's Initials:_____

EXHIBIT D, continued

D.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:

Offerors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of Clay County or any political subdivision thereof, please provide the following information.

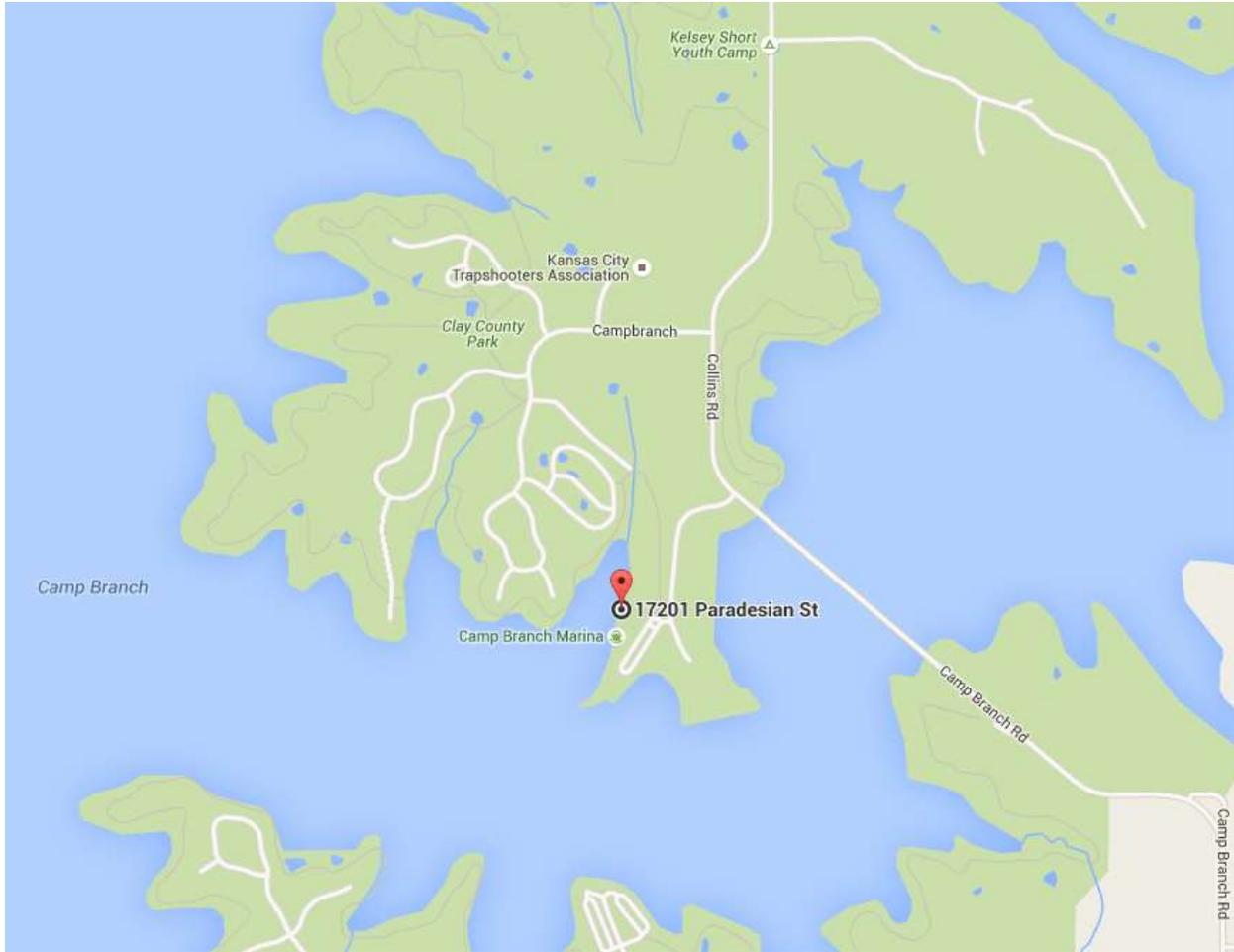
Name and title of elected or appointed official or employee of Clay County or any political subdivision thereof:

If employee of Clay County or political subdivision thereof, provide name of Clay County entity or political subdivision where employed:

Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of Clay County or political subdivision thereof:

_____ %

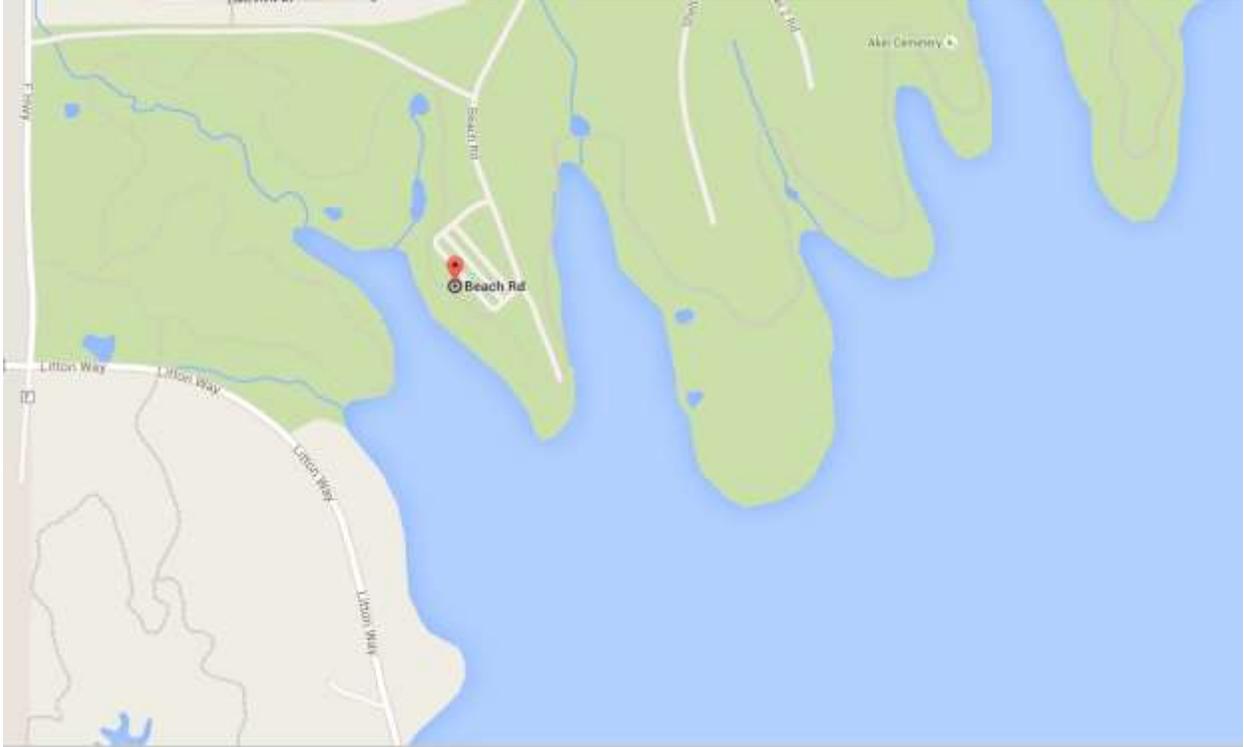
Vendor’s Initials: _____



Vendor's Initials: _____



Vendor's Initials: _____



Vendor's Initials: _____



Vendor's Initials: _____

**ATTACHMENT 1
SAMPLE AGREEMENT**

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

RESOLUTION/AGREEMENT #2016-~~XXX~~

RFP No. 60-15

This AGREEMENT, made and entered into this **DATE** day of **MONTH** 2016, 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 APPENDIX A, in consideration of the payment terms/fee schedule(s) described in APPENDIX B, subject to the General Conditions described in APPENDIX 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. **PRODUCTS AND/OR SERVICES:** The contractor represents that it is equipped, competent, and able to provide, and that it will provide all products and/or services hereinafter set forth in a diligent, competent, and workmanlike manner. Contractor will provide all such products and/or services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County's Request for Proposal No. 60-15 (hereinafter "RFP"); the Contractor's Response to the RFP, ("Proposal"), which includes *(specify any clarification documentation such as emails, letters, BAFO responses, etc that is incorporated as part of the vendor's proposal response)*; Payment Terms/Fee Schedule(s), Scope of Work ("Scope"), and Contract Terms and Conditions. In the event of any conflict between provisions in the appendices attached herein, the provisions set forth in Contract Terms and Conditions shall control.
3. **PAYMENT AND ADDITIONAL SERVICES:** If additional services are requested by the County, the contractor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the contractor for such approved additional services shall not exceed the approved amount. The contractor's fees for additional services shall be billed on an hourly basis at contractor's current standard rates as specified in Exhibit A of the contract agreement.
4. **TERM:** The Contract Agreement's initial contract period shall be from **MONTH, DAY, YEAR** to **MONTH, DAY, YEAR**. Pricing shall remain the same firm, fixed amounts as specified in APPENDIX A for the duration of the contract, unless otherwise stated within the contract agreement. Clay County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event Clay County exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) "CPI-U, All Items" rate, whichever is lower, of the firm, fixed pricing stated within the RFP.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission. The vendor has previously indicated their approval and agreement to enter into a binding contract agreement by virtue of their signature on the RFP cover page thereby declaring their understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained therein and the and the Contract Terms and Conditions.

WITNESS WHEREOF, the Clay County represent that the signatories below have full authority and authorization to sign on behalf of the Clay County and hereby accept the proposal response from (insert awarded vendor's name) of (insert Vendor's city, state).

Approved:

**COUNTY OF CLAY, MISSOURI
COUNTY COMMISSION**

County Counselor

Presiding Commissioner

ATTEST:

Clerk of the County Commission

Vendor's Initials: _____

**ATTACHMENT 2
SEALED BID LABEL**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Department of Purchasing & Contract Services
1 Courthouse Square, 3rd Floor,
Commission Front Desk Reception Area
Liberty, MO 64068

RFP BID # 60-15 DATE: 01/07/2016

BIDS MUST BE RECEIVED BEFORE 2:00 P.M. CENTRAL TIME

DESCRIPTION: WATER SPORTS

SPECIFY VENDOR NAME: _____

SPECIFY VENDOR'S CITY, STATE LOCATION: _____

Vendor's Initials: _____