



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

RFP NO.: 28-16

PURCHASING MANAGER: LESLIE DEGROOT
TITLE: Temporary Staffing Services
PHONE NO.: (816) 407-3634
E-MAIL: LDeGroot@ClayCountyMO.gov

ISSUE DATE: 8 September 2016

PROPOSAL RESPONSES MUST BE RECEIVED BY NO LATER THAN:

13 October 2016 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print the SEALED BID LABEL found in Attachment 2 or type **RFP 28-16, Temporary Staffing Services** and **13 October 2016** 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 ~ DEPARTMENT OF PURCHASING & CONTRACT SERVICES
ADMINISTRATION BUILDING
1 COURTHOUSE SQUARE, 3RD FLOOR,
COMMISSION FRONT DESK RECEPTION AREA
LIBERTY, MO 64068

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

COUNTYWIDE-Variou County Departments and Offices.

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)		Title	
Street Address		Authorized Signature			
City/State/Zip	County	Date		Company Tax ID No.	
Telephone No.	Facsimile No.	E-Mail			
___ Corporation		___ Individual		___ State/Local Government	
___ Partnership		___ Sole Proprietor		___ 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 Temporary Staffing Services for Clay County in accordance with the requirements and provisions stated herein. The intent of this Request for Proposal is to obtain fixed price proposals from temporary service agencies to provide temporary staffing services for various departments of Clay County Government. The persons assigned to the County (the “temps”) would be employees of the agency.

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
Section 3:	Proposal Submission Information and Requirements
Section 4:	Contract Terms and Conditions
Forms:	
Exhibit A:	Pricing
Exhibit B:	Experience and Expertise
Exhibit C:	Method of Performance
Exhibit D:	Reliability and Resources
Exhibit E:	Affidavit of Work Authorization and Documentation
Exhibit F:	Miscellaneous Information

Attachment 1: SAMPLE Resolution Agreement (contract cover page)

Attachment 2: SEALED BID LABEL

Attachment 3: Job Descriptions

1.2 RFP Questions:

1.2.1 Questions and issues relating to the RFP must be directed to the Purchasing Manager, Leslie DeGroot. It is preferred that questions be e-mailed to LDeGroot@ClayCountyMO.gov.

1.2.2 **All questions and issues should be submitted no later than 6 October 2016.** If not received prior to the aforementioned date, the Clay County Purchasing Manager 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 Purchasing Manager of record indicated on the first page of this RFP. Offerors and their agents

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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 Purchasing Manager of record.

1.4 Background Information:

- 1.4.1 Clay County awarded RFP 37-14 back in April of 2015 to Penmac Staffing Services via Clay County Resolution 2015-21. This contract will be replaced with RFP 28-16.

Expenditures for the following calendar years:

2012 \$67,073.28

2013 \$50,698.30

2014 \$36,521.28

2015 \$14,601.37

2016 \$390,936.85 (YTD)

- 1.4.2 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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

- 1.5.1 **“Addendum”** shall mean a written, official modification to an RFP.
- 1.5.2 **“Amendment”** shall mean a written, official modification to an awarded contract as approved by the Clay County Commission.
- 1.5.3 **“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.
- 1.5.4 **“Purchasing Manager”** shall mean the procurement staff member of Clay County Purchasing. The **Contact “Person”** as referenced herein is usually the Purchasing Manager.
- 1.5.5 **“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.
- 1.5.6 **“Contractor”** shall mean a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 1.5.7 **“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 Manager (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.
- 1.5.8 **“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.
- 1.5.9 **“May”** shall mean that a certain feature, component, or action is permissible, but not required.
- 1.5.10 **“Must”** shall mean that a certain feature, component, or action is a mandatory condition.

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- 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.
- 1.5.11 **"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.
- 1.5.12 **"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.
- 1.5.13 **"Proposal Opening Date and Time"** and similar expressions shall mean the exact deadline required by the RFP for the receipt of sealed proposals.
- 1.5.14 **"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.
- 1.5.15 **"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.
- 1.5.16 **"Shall"** shall have the same meaning as the word "must".
- 1.5.17 **"Should"** means that a certain feature, component and/or action is desirable but not mandatory.
- 1.5.18 **"Vendor"** shall have the same meaning as the word "Offeror".

1.6 Estimated Quantities:

- 1.6.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. Clay County shall not make guarantees about single order quantities or total aggregate order quantities.
- 1.6.2 The County shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract. The contractor shall provide products/services on an as needed, if needed basis. The County shall not guarantee any usage of the contract whatsoever.

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2. SCOPE OF WORK

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 Temporary Staffing Services, which meets or exceeds the specifications contained in this document. It is the intent of this RFP to award multiple contracts for temporary staffing services to meet the needs of Clay County.
- 2.1.2 The contractor shall provide temporary laborer services within or near one or more of the following cities:
- a. Excelsior Springs
 - b. Liberty
 - c. Kearney
 - d. Kansas City
 - e. Smithville
- 2.1.3 The contractor shall provide the services on an as needed basis. Clay County does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any Clay County Department/Office needing services should use the established contract unless it is determined to be in the best interest of Clay County to obtain alternate services elsewhere.
- 2.1.4 The contractor shall perform all services to the sole satisfaction of Clay County.
- 2.1.5 Cooperative Procurement Program - If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide temporary staffing services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) 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.

2.2 Scheduling Requirements:

- 2.2.1 The contractor shall provide temporary staffing services anytime of the day, any day of the week, and at the place designated by Clay County.
- a. The contractor shall not provide temporary laborer to provide services in excess of forty (40) hours per week for an individual department/office, unless requested or approved by Clay County and agreeable to the contractor. For purposes of this contract, a week shall begin on a Sunday and end on the following Saturday.

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2.3 Personnel Requirements:

- 2.3.1 The contractor's temporary laborer must possess the Knowledge, Skills and Abilities and Minimum Experience and Education Qualifications and must be able to perform any or all of the Duties as specified at time of request.
- 2.3.2 Prior to the placement of a temporary laborer with Clay County , the contractor shall provide Clay County with references, resumes, and/or test scores for temporary laborer applicants if such is requested by the Clay County . If further requested by Clay County, the contractor shall allow Clay County to conduct interviews with selected temporary laborer applicants after review of such information.
- 2.3.3 Background Security Clearance Report – As required by Clay County, the contractor's personnel must pass either a criminal record personal identifier (name-based) or a fingerprint based background security clearance search report. By no later than five (5) calendar days after notification from Clay County , the contractor's personnel must either: (1) submit to Clay County an original criminal record personal identifier background security clearance report (Name-Based Search) or, if required by Clay County must submit a fingerprint based search report that is less than sixty (60) days old by the Missouri State Highway Patrol as identified in section 43.530, RSMo or (2) complete the forms required by the Missouri State Highway Patrol for the type of background security clearance report required, and submit the completed applications (or other approved background clearance authorization form) to Clay County along with the required Background Check fee. Information about obtaining the background security clearance reports and obtaining the required forms may be obtained from the Missouri State Highway Patrol, CJIS Division, or via the Internet at the address shown below:
<http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html>
- 2.3.4 Pre-Assignment Screenings – Clay County requires the contractor's personnel must pass the following screenings:
- a. Urine Sample Drug Screen - The contractor shall understand and agree that the urine sample drug screen shall be performed at a location designated by Clay County. Excluding time and travel costs associated with the urine sample drug screening, Clay County shall only be responsible for the costs associated with the pre-assignment screenings.
- 2.3.5 The contractor's temporary laborer shall adhere to the rules, regulations, and policies of Clay County for which they are providing service. These rules, regulations and policies shall be explained and/or provided to the temporary staff upon start of work.
- 2.3.6 The contractor's temporary laborers and the services provided by the temporary laborers must meet the approval of Clay County. At any point during the term of a temporary laborer's assignment, if services become unacceptable, the contractor shall dismiss and replace the temporary laborer upon notification of such by Clay County. Clay County shall provide the contractor with an explanation of the unacceptableness of the temporary laborer.
- 2.3.7 The contractor must provide temporary laborer services for at a minimum the list of temporary staffing job classifications of the personnel classifications listed on the Exhibit A, Pricing Table A.1 Pricing Page, as requested by Clay County. However, the list is not an all-inclusive list, the County reserves the right to request additional temporary laborer services as needed.
- 2.3.8 When temporary laborer services are requested, Clay County shall specify the requirements for the services needed, including but not limited to: (1) the personnel classification required, (2) an explanation of the duties, responsibilities, and qualifications required of the temporary laborer, (3) the location where the temporary laborer services are required, (4) the workdays and work hours

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anticipated for the temporary laborer services, (5) anticipated duration of the temporary laborer services, and (6) the number of temporary laborers required.

- a. In the event the contractor disputes the personnel classification requested by Clay County based on the contractor's understanding of the duties, responsibilities, and qualifications required of the temporary laborer, the contractor shall notify Clay County of such, explain the contractor's reasoning, and recommend the appropriate personnel classification. However, after providing such explanation, in the event of a continued dispute, the contractor shall agree and understand that Clay County's determination of the appropriate personnel classification shall be final and without recourse.
- b. In the event the contractor does not have a temporary laborer available for the particular personnel classification specified by Clay County, the contractor shall provide a temporary laborer that is higher qualified for the position. However, Clay County shall pay the contractor for the personnel classification required.

2.3.9 If requested by Clay County, the contractor shall provide more than one temporary laborer at a time.

2.3.10 If requested by Clay County and mutually agreeable to the contractor, the contractor shall provide a temporary laborer to travel to another city in order to start, complete or continue providing services.

2.3.11 Clay County may provide Clay County owned, leased, or rented vehicles, or other means of transportation for the temporary laborer as a means of transportation in the performance of such services.

2.4 Procedure Requirements:

2.4.1 In the event multiple contractors exist for a particular location, Clay County shall utilize the services of the lowest-priced contractor for the required personnel classification, except as specified below.

- a. If the contractor cannot provide a temporary laborer in accordance with Clay County needs, the contractor must immediately notify Clay County. The contractor shall make every effort to meet the needs of Clay County and provide a temporary laborer with the abilities, experiences and qualifications required. Clay County shall document each instance of the contractor's inability to provide the temporary laborer services as required. If the contractor continually or consistently is unable to provide the required temporary laborer services, the Department of Purchasing and Contract Services may elect to cancel the contract.
- b. In the event that none of the contractors for a city can provide the required services or in the event no contract exists for a particular city, Clay County may obtain services from another source, including utilizing the services of a temporary laborer services contractor from another city. Clay County should (1) identify the city closest to where the temporary laborer services are required, and (2) request services from the lowest-priced contractor serving such city.
- c. In the event an office/department with Clay County desires to utilize the services of a contractor other than the lowest-priced contractor, the office/department must document the reasons for such and must obtain the approval of the Department of Purchasing and Contract Services Purchasing Manager prior to utilizing such contractor.
- d. If Clay County provides the contractor with less than one week notice of the need for a temporary laborer, the contractor may refuse to provide a temporary laborer if the contractor is unable to provide a temporary laborer as required by Clay County. However, the contractor must notify Clay County immediately if the contractor is unable to provide a temporary laborer.

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- 2.4.2 When temporary laborer services are required, Clay County shall provide the contractor with as much prior notice as possible.
- 2.4.3 Each time the contractor's services are required, Clay County shall attempt to utilize the temporary laborer for a minimum of two (2) continuous hours.
- 2.4.4 Clay County shall provide all necessary supplies, office equipment, and work area for the temporary laborer.
- 2.4.5 Clay County shall attempt to provide at least one (1) working day notice to the contractor if cancellation of services previously requested is necessary.

2.5 Additional Requirements:

- 2.5.1 The contractor shall provide laborer services on a temporary basis only. A temporary employee shall be defined as a person who is employed for a limited period of time during the calendar year or whose employment is intermittent, irregular, casual or seasonal, and whose total work hours in a twelve month period is less than 1,040 hours per year. Therefore in no event shall the contractor allow a temporary laborer to exceed 1,040 hours in their work services to Clay County in a calendar year. The 1,040 hours is a cumulative total number of hours regardless of staff positions or differing departments that the laborer may work for within Clay County government.
- 2.5.2 Hiring of Laborer: The contractor shall not prohibit, restrict, or further limit Clay County from employing any temporary laborer furnished by the contractor. In the event Clay County employs such temporary laborer, Clay County shall not pay any fee, penalty, liquidated damages, etc., to the contractor.
- 2.5.3 Reporting: By no later than thirty (30) calendar days following the end of the current contract period, the contractor shall submit a usage report to the Department of Purchasing and Contract Services of the services provided for all of the various using County offices/departments during the previous contract period.
- a. In addition, the contractor shall submit the usage report to any County office/department requesting such report. The contractor shall submit the usage report to the requesting County office/department for only those services provided for the specific County office/department. The contractor must submit the report electronically, in an analysis-ready format specified by the County office/department, such as Microsoft Excel or Access.
 - b. The contractor shall develop and provide ad hoc reports as required and requested by the Department of Purchasing and Contract Services or any County office/department at no additional cost to the County office/department. The contractor must submit the ad hoc reports electronically in an analysis-ready format specified and approved by the Department of Purchasing and Contract Services or requesting County office/department.
- 2.5.4 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the County.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the County and/or its designees and/or Auditor during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.

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- b. The contractor shall permit governmental auditors and/or authorized representatives to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by Clay County and shall be the sole responsibility of the contractor, provided that the contractor may contest any such exception by any legal procedure it deems appropriate and that Clay County will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

2.6 Job Classifications:

- 2.6.1 The contractor must provide at a minimum the following job classifications as specified on Attachment A. The titles of the job classifications are just for reference purposes only. The contractor must be able to fulfill the intent of the job classification description ensuring that temporary staff shall have the knowledge, skills and abilities to fulfill the job duties and type of work to be performed.

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 Purchasing Manager 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.

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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:** Exhibit A – Pricing Pages
- 5) **Tab 5:** Exhibit B – Experience and Expertise
- 6) **Tab 6:** Exhibit C – Method of Performance
- 7) **Tab 7:** Exhibit D – Reliability and Resources
- 8) **Tab 8:** Exhibit E – Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
- 9) **Tab 9:** Exhibit F – 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 offeror and required information must be provided. The contents of the proposal submitted by the successful offeror 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 with 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 three (3) copies for a total of four (4) hard copy documents.**
- a. The offeror should ensure all copies 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**."
- 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 Mailing Instructions: a "SEALED BID LABEL" is provided in Attachment 2, which should be affixed to the offeror's proposal response. This label should be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in the offeror's proposal response being opened in error or not being routed the proper location for consideration. No bid shall be accepted after the bid closing date and time specified on the cover page of the RFP. Late proposal responses shall be marked "LATE" and not opened nor given evaluation consideration for potential contract award. **IT SHALL BE THE OFFEROR'S RESPONSIBILITY TO ENSURE THAT EACH PROPOSAL RESPONSE HAS BEEN RECEIVED IN A TIMELY MANNER.**
- 3.2.6 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).

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- 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.
- 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.

3.2.7 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.

3.2.8 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.

3.2.9 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.

Vendor's Initials: _____

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 Manager or designee may authorize the opening of a late bid/proposal. In such cases, the bid/proposal must have been turned over to the physical control of an 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 Manager 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	25
Method of Performance / Project Approach	15
Reliability and Resources	25
Cost	35
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	25 Point Questions	15 Point Questions
Outstanding/Optimal	21 – 25	14 – 15
Exceeds Acceptable	16 – 20	11 – 13
Acceptable/Satisfactory	11 – 15	7 – 10
Marginal/Inadequate	0 – 10	0 – 6

- 3.7.3 Any clerical error, apparent on its face, may be corrected by the Purchasing Manager before contract award. Upon discovering an apparent clerical error, the Purchasing Manager 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.
- 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.

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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 Manager (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 Experience and Expertise:

- 3.8.1 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.

3.9 Evaluation of Method of Performance/Project Approach:

- 3.9.1 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.

3.10 Evaluation of Reliability and Resources:

- 3.10.1 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.

3.11 Evaluation of Cost:

- 3.11.1 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.

3.12 Affidavit of Work Authorization and Documentation:

- 3.12.1 Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit E must be submitted prior to an award of a contract.

- 3.12.2 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.

SOME TEXT ABOUT HOW THE COUNTY WILL PROVIDE TEMP STAFF WITH PROPER INSTRUCTIONS ON OFFICE/WORK PROCEDURES.

- 3.12.3 The following requirements shall be adhered to for compliance with the Revised Statutes of Missouri (RSMo):

- 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.

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- 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.
- c. Effective August 28, 2009; per RSMo, section 292.675:
 - 1) 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. **All employees are required to complete the program within sixty (60) days of beginning work on such construction projects.**
 - 2) 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.
- d. 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.
- e. 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.
- f. Any and all other applicable aspects of the Revised Statutes of Missouri shall be strictly adhered to.

3.13 Miscellaneous Requested Information:

- 3.13.1 Other Miscellaneous Requested Information: The offeror should respond to the information requested in Exhibit F, 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.

Vendor's Initials: _____

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 Manager 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 Manager 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.

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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:

EXCEPT FOR AS PROVIDED UNDER PREVAILING WAGE.

- 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.

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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 Prevailing Wage:

- 4.12.1 The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified at the following website: <http://labor.mo.gov/DLS/PrevailingWage>. The contractor must retain payroll records for five (5) years and make those records available for inspection by Clay County or the State of Missouri Department of Labor and Industrial Relations. The contractor must submit monthly certification of payroll records to the Clay County entity. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.
- 4.12.2 A determination by the State of Missouri Department of Labor and Industrial Relations of debarment for violation of the Prevailing Wage Act shall result in the contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.
- 4.12.3 For each renewal period, if any, exercised by the County, the contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under

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the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified at the above aforementioned website.

4.12.4 The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.

4.13 Prevailing Wage Price Adjustment:

4.13.1 The contractor shall be required to pay the current prevailing wage, which may be adjusted during the term of the agreement or renewal, with no adjustment in the agreement price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the RFP may be adjusted the then-current prevailing wage and such adjustment shall govern the agreement price during the renewal period. No adjustment shall be made to the amount of mark-up.

4.14 Law Governing:

4.14.1 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.

4.14.2 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.

4.14.3 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.

4.14.4 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.

4.14.5 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.

4.14.6 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.

4.15 Compliance with Applicable Law:

4.15.1 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.

Some text about how the county will provide proper work/office instruction/procedure information.

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4.16 Remedies and Rights:

- 4.16.1 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.

4.17 Force Majeure:

- 4.17.1 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.

4.18 Termination:

- 4.18.1 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.
- 4.18.2 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.
- 4.18.3 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.

4.19 Subcontractors:

- 4.19.1 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.

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4.19.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- b. shall not henceforth be in such violation and
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

4.19.3 Subcontractors Prevailing Wage: If subcontractors are used, the contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements.

4.20 Contractor's Personnel:

4.20.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

4.20.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Clay County has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the County. The County may also withhold up to twenty-five percent of the total amount due to the contractor.

4.20.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

4.20.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Clay County Department of Purchasing & Contract Services (DP&CS) the documentation required to affirm said company's/individual's enrollment and participation in the E-Verify federal work authorization program.

4.20.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

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4.21 Assignment:

4.21.1 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.

4.22 Insurance:

4.22.1 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.

4.22.2 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 are 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 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.

4.22.3 The contractor shall provide the following insurance coverage and limits of coverage:

- 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

4.22.4 It shall be the responsibility of the contractor to provide a copy of this proposal to their insurance carrier.

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

Vendor's Initials: _____

4.22.6 No work shall be started until Clay County is in receipt of the contractor's Certificate of Insurance.

4.22.7 Insurance certificates shall reference project name and RFP Number and be sent to Clay County Administration Building, Attn: Leslie DeGroot, Purchasing Manager, 1st floor, Department of Purchasing & Contract Services at 1 Courthouse Square, Liberty, MO 64068.

4.22.8 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.

4.23 Changes in Insurance Coverage:

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

4.24 Insurance Rating:

4.24.1 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.

4.25 Conflicts:

4.25.1 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.

4.25.2 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.

4.26 Contractor Status:

4.26.1 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, 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.

4.27 Cooperative Procurement Program:

4.27.1 If the contractor has indicated agreement on the Exhibit F with participation in the Cooperative Procurement Program, the contractor shall provide Temporary Staffing 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.

Vendor's Initials: _____

4.28 Coordination:

- 4.28.1 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 Manager throughout the effective period of the contract.

4.29 Document Retention:

- 4.29.1 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.

4.30 Transition:

- 4.30.1 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.
- 4.30.2 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.
 - 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.

4.31 Substitution of Personnel:

- 4.31.1 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

Vendor's Initials: _____

construed as an acceptance of the substitution's performance potential. Clay County agrees that an approval of a substitution will not be unreasonably withheld.

4.32 Replacement of Damaged Product:

4.32.1 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.

4.33 Substitutions of Products/Services:

4.33.1 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).

4.33.2 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.

4.33.3 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.

4.34 Single Point of Contact:

4.34.1 The contractor must function as the single point of contact for the County, regardless of any subcontract arrangements for all services.

4.35 Invoicing and Payment:

4.35.1 Invoices shall be submitted to: The applicable Clay County department/office. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted.

4.35.2 Invoicing – The contractor shall submit a monthly invoice to each County office/department utilizing the contractor's services at the address specified by the County office/department.

a. The invoice must state the names and personnel classifications of all temporary laborers providing service for the County office/department during the invoice period, and the number of hours of service provided by each temporary laborer.

b. Invoices shall contain the following information:

- 1) Contract agreement number,
- 2) description of products/services, and
- 3) prices.

4.35.3 Payments - The County office/department shall pay the contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for services actually provided.

a. For each hour of service provided in excess of forty (40) hours per week (Sunday through Saturday) or for each hour of service provided on one of the holidays specified herein (New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas)

Vendor's Initials: _____

pursuant to the state County office/department request or approval, the County office/department shall pay the contractor one and one-half (1-1/2) the applicable firm, fixed price per hour.

- b. The pay of one and one-half (1-1/2) the firm, fixed price per hour for services in excess of forty (40) hours per week shall only be paid if the temporary laborer worked more than forty (40) hours per week for a particular County office/department. If a temporary laborer provided more than forty (40) hours per week for more than one County office/department, but not more than forty (40) hours per week for any one County office/department, the contractor shall only be paid the applicable firm, fixed price per hour.
- c. For each hour of service provided on holidays not specified herein, the County office/department shall pay the contractor the applicable firm, fixed price per hour.

- 4.35.4 The contractor shall understand that each Clay County Department/Office utilizing the contractor's services shall be solely responsible for payment for only those services requested by Clay County.
- 4.35.5 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.
- 4.35.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The County shall have no obligation to pay any invoice submitted after the due date.
- 4.35.7 If a request by the contractor for payment or reimbursement is denied, the County agency shall provide the contractor with written notice of the reason(s) for denial.
- 4.35.8 If the contractor is overpaid by Clay County, upon official notification by Clay County, the contractor shall provide Clay County with a check payable as instructed by Clay County in the amount of such overpayment. The contractor shall submit the overpayment to Clay County at the address specified by Clay County.
- 4.35.9 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.
- 4.35.10 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.
- 4.35.11 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.
- 4.35.12 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.
- 4.35.13 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- 4.35.14 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.

Vendor's Initials: _____

4.35.15 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.

4.35.16 Clay County shall have the right to purchase goods and services using a Purchasing Card.

4.36 Contract Monitoring:

4.36.1 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 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.

4.37 Property of Clay County:

4.37.1 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.

4.38 Inspection and Acceptance:

4.38.1 No services received by Clay County pursuant to a contract shall be deemed accepted until Clay County has had reasonable opportunity to inspect said services.

4.38.2 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.

4.38.3 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.

4.38.4 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.

Vendor's Initials: _____

4.39 Breach of Contract and Contract Cancellation:

- 4.39.1 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.
- 4.39.2 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.
- 4.39.3 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 and in such manner as the County deems appropriate and charge the contractor for any additional costs incurred thereby.
- 4.39.4 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.
 - c. The County may immediately prohibit the contractor from having access to the property or conducting business on the property.
 - d.
 - e. 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.
- 4.39.5 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.

4.40 Communications and Notices:

- 4.40.1 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.

4.41 Bankruptcy or Insolvency:

- 4.41.1 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.

Vendor's Initials: _____

4.41.2 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.

4.42 Non-Discrimination and Affirmative Action:

4.42.1 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;
- 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.

4.42.2 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.

4.43 Americans with Disabilities Act:

4.43.1 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).

4.44 Drug Free Workplace:

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

4.45 Titles:

4.45.1 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.

Vendor's Initials: _____

**EXHIBIT A
PRICING**

PRICING TABLE 1: REQUIRED PRICING

The offeror shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFP.

The following is a listing of sample areas in which Clay County may require temporary agency employees. This is not meant to be an all-inclusive list. There may be other employment needs not included on this list, some of which may require special licensing, certifications, or registrations. Please refer to Attachment A for description for the job titles listed below.

ITEM No.	Job Title	FIRM, FIXED PRICE PER HOUR
001	Account Clerk	\$
002	Airport Assistant	\$
003	Camp Host	\$
004	Cashier	\$
005	Computer Operator	\$
006	Custodial Worker	\$
007	Date Entry Clerk	\$
008	Executive Assistant	\$
009	Fee Collector	\$
010	Golf Course Maintenance	\$
011	Groundskeeper	\$
012	Historic Interpreter	\$
013	Information Technology (IT) Help Desk	\$
014	Laborer	\$
015	Mail Clerk	\$
016	Maintenance Worker	\$
017	Marina Attendant	\$
018	Office Assistant	\$
019	Office Support Assistant (Clerical)	\$
020	Park Maintenance Worker	\$
021	Park Naturalist	\$
022	Shipping/Receiving Clerk	\$
023	Scanning Clerk	\$
024	Stores Clerk	\$

Vendor's Initials: _____

EXHIBIT C
Method of Performance
(evaluation value 15 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.

C.1 METHOD OF PERFORMANCE/ PROJECT APPROACH INFORMATION:

1. **It is recommended that offerors respond to each item or paragraph of the RFP Section 2 "Scope of Work/Performance Requirements" in sequence, especially those referenced in the item list above.** 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.
2. The offeror should fully describe the methodologies employed to insure continuous optimal quality of service, regardless of location of the staff laborer or whether the staff laborer is from a subcontractor. Describe your problem escalation procedures, guarantees to state for continual good quality/resolution procedures for poor performance.

Vendor's Initials: _____

Exhibit D
Reliability and Resources
(evaluation value 25 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.

D.1 RELIABILITY:

Clearly distinguish between the offeror's organizations and any proposed subcontractor's firm's information.

1. Parent company or corporate headquarters location.
2. Year company was established.
3. Number of years the company has been in the Temporary Staffing Services industry.
4. Location of any local branch offices where support services may be provided from in the mid-western U.S. (in particular offices located in the following states: Iowa, Missouri, Illinois, Kentucky, Tennessee, Arkansas, Oklahoma, Kansas, and Nebraska).
5. The offeror should describe their organization's financial stability and any other financial resources available to the offeror to help support any subsequent contract.
6. Has your organization or any subsidiary of your organizations (both past and present) ever filed for bankruptcy in the past six (6) years? (If yes, please explain.)
7. In the past six (6) years has the offeror's firm or any of its affiliate firms been the subject of any of the following actions by any government agency (If yes, please explain):
 - Been suspended, debarred, disqualified, had a pre-qualification status revoked or otherwise been declared ineligible to bid?
 - Been issued a written letter by the government indicating default/breach on any contract?
 - Had a contract terminated?
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.

D.2 RESOURCES:

1. The offeror should provide information that documents the depth (#) of human staffing resources to ensure successful completion of all RFP requirements.
2. The offeror should identify subcontractors and partners and describe how they will be utilized.
3. For any optional additional job descriptions provided in Pricing Table 2, the offeror should describe the work tasks generally performed for that job title position as well as provide the minimal education and job experience qualifications for that job title position.

Vendor's Initials: _____

**EXHIBIT E
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under (RFP No 28-16) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Clay County with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

Vendor's Initials: _____

EXHIBIT E, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with Clay County, Missouri. If completing Box B, do not complete Box C.)

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

 Authorized Business Entity
 Representative's Name
 (Please Print)

 Authorized Business Entity
 Representative's Signature

 Business Entity Name

 Date

 E-Mail Address

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Vendor's Initials: _____

EXHIBIT E, continued

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with Clay County. If completing Box C, do not complete Box B.)

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Clay County entity that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Clay County Entity** to which previous E-Verify Documentation submitted: _____

Date of Previous E-Verify Documentation Submission: _____

Previous **RFP/Contract Number** for which previous E-Verify Documentation submitted: _____

(if known)

_____ Authorized Business Entity Representative’s Name (Please Print)	_____ Authorized Business Entity Representative’s Signature
_____ E-Verify MOU Company ID Number	_____ E-Mail Address
_____ Business Entity Name	_____ Date

FOR COUNTY USE ONLY:

Documentation Verification Completed By:

Buyer

Date

Vendor’s Initials: _____

EXHIBIT F
Miscellaneous Information

F.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 Manager shall be responsible to handle the solicitation and award the contract. The Purchasing Manager shall have the sole authority to modify the contract and handle disputes regarding the substance of the contract.
- 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.

F.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 F, continued

F.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: _____



CLAY COUNTY

RESOLUTION/AGREEMENT #2016-XXX
RFP No. 28-16 Temporary Staffing Services

This AGREEMENT, made and entered into this _____ day of _____ 2016, by and between Clay County, Missouri, hereinafter referred to as "County," and VENDOR NAME, a corporation in the State of STATE, hereafter referred to as "Vendor." Witnesseth, that:

WHEREAS, the County has caused to be prepared certain contract documents, General Terms and Conditions, Special Conditions and/or Specifications, Request for Proposal for Term and Supply Contracts and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said Contract Documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, The County desires to engage Vendor to provide such products/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 Invitation For RFP No.28-16 (hereinafter RFP); the Contractor's Response to the RFP, ("Bid/Proposal"), which includes; 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 the 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 RFP of the contract agreement.
4. **TERM:** The Contract Agreement shall be in effect from the date of County Commission approval via a signed resolution for an initial period of one year. Pricing shall remain the same firm, fixed amounts as specified in RFP 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. This contract shall automatically renew annually for a period of 4 times unless either party notifies the other of intent not to renew, modify or alter terms of the RFP. Notification must be in writing within a minimum of 60 days prior to end date of an annual renewal period.
5. **TERMINATION:** 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
6. 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 Contract Terms and Conditions.

WITNESS WHEREOF, Clay County represents that the signatories below have full authority and authorization to sign on behalf of Clay County and hereby accept the proposal response from VENDOR NAME of CITY, STATE.

Approved:

**COUNTY OF CLAY, MISSOURI
COUNTY COMMISSION**

County Counselor

Commissioner

ATTEST:

VENDOR:

Clerk of the County Commission

Vendor Name

Vendor's Initials:_____

**ATTACHMENT 2
SEALED BID LABEL**

SEALED RFP RESPONSE ENCLOSED

DELIVER TO:

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

RFP 28-16 DATE: 13 October 2016

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

DESCRIPTION: TEMPORARY STAFFING SERVICES

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

Vendor's Initials: _____