



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

Request for Qualifications No. 14-15
ISSUED: FEBRUARY 5, 2015
PAGE 1 OF 17

Jackson County, Missouri is seeking Proposals from qualified Consulting Firms to Design a Replacement Structure or Structures to replace a bridge in Sibley, Missouri for the Public Works Department.

Enclose your proposal in a sealed opaque envelope with the above Request for Qualifications number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 3, 2015**, otherwise your Proposal will be **REJECTED**. There will be a public opening of proposals at 2:05pm CST on March 3, 2015 in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Request for Qualifications Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Request for Qualifications is Barbara Casamento @ 816-881-3253. All questions must be emailed to bcasamento@jacksongov.org as detailed under General Conditions, Item 5 on Page 7 of this Request for Qualifications.

By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

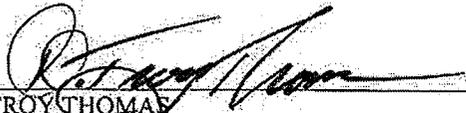
Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any Respondent; and (2) to reject any or all offers.

Your returned Proposal shall be an original **plus five copies** as detailed in Section 3.0 Proposal Format, Pages 12 and 13 of this Request for Qualifications.

If you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from **Jackson County, Missouri**, a copy of that certificate may be included in your proposal instead of the Compliance Report Form on Pages 3 and 4 of this Request for Qualifications.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's proposal. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's proposal will be deemed **NON-RESPONSIVE**.

PLEASE NOTE: The Successful Respondent will have to provide a Certificate of Insurance as outlined in Exhibit A, Page 16 of this Request for Qualifications.



Q. TROY THOMAS
Director of Finance and Purchasing

**JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM**

Report Date: _____ (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:
Tom Wyrsh
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816) 881-1223

1. COMPANY DESCRIPTION:

Name of Company _____
Street Address _____
City _____ State _____ Zip _____
Email Address: _____
Website Address: _____
Area Code _____ Telephone Number _____
Representative Name _____

2. COMPANY STATISTICS:

- A. Total number of Employees _____
B. Total Number of Employees who are:
1. Women _____ 4. Asian _____
2. Hispanic _____ 5. American Indian _____
3. Black _____ 6. Other _____

YES NO N/A

3. Has your company advertised for applicants since your report? _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement
4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? _____
If so, please attach a detailed report of such efforts
5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures? _____
If so, please attach a narrative of such efforts.

YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?
If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY _____

STREET ADDRESS _____

REPRESENTATIVE NAME _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

WEBSITE ADDRESS _____

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT _____

AMOUNT OF CONTRACT _____

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

YES NO

1. Available employment
2. Visual check
3. Other (specify) _____

This Compliance Review Form was prepared and submitted by:

 Signature

 Name and Title

 Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street, Room G1
Kansas City, MO 64106

We, the undersigned, have declined to submit a proposal in response to the above Request for Qualifications for the following reasons(s):

- Scope of Services too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet Scope of Service requirements.
- We are unable to meet bond requirements.
- Scope of Services is not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain): _____

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers _____ and that this Proposal is submitted in accordance with information, instructions, and stipulations set forth therein.

Signature of Respondent

Date

Company Name

Address

City, State, and Zip

Phone

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request for Qualifications unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Qualifications. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of services before submitting proposals; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Proposals:** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Request for Qualifications must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Qualifications documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Qualifications in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request for Qualifications. Proposals must be submitted in "hard copy" form. Proposals submitted electronically, on computer diskettes, or by FAX will not be considered by the County.
3. **Proposals Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the scope of services for this Request for Qualifications must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. The County will consider minor exceptions to its requirements. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Request for Qualifications (ex: comparable manufacturer or alternate proposals where allowed by the Request for Qualifications). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the scope of services for the Request for Qualifications shall prevail.
5. **Questions Regarding Scope of Services:** Any information relative to interpretation of scope of services shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by **5:00 PM, CST on February 24, 2015**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Qualifications which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to the Request for Qualifications will be posted on the county's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one proposal on each item requested even though he may feel that he has two or more types or styles that meet specifications. **IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE PROPOSAL ON ANY ITEM REQUESTED, ALL PROPOSALS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.**
7. The County reserves the right to split the award of the contract, reject any or parts of proposals, to waive technical defects in proposals, consider administrative costs and to select the proposals(s) deemed most advantageous to the County. The County shall consider proposals submitted on an "all or nothing" basis only if the proposal is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Request for Qualifications.

8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. 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 regulation.

9. **Communications and Notices:** Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceedings 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 Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or cancel the contract and hold the Contractor responsible for damages.

11. **Patents:** Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. **Tax Clearance Required:** No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. The County is not responsible for articles or services furnished without a Purchase Order.

16. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

17. **Equal Opportunity:** The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

18. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

19. Errors in Proposals: Respondent shall be bound by its proposal even though the proposal is based on an erroneous calculation, and Respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its proposal. Carelessness in quoting prices, or in preparation of proposal, will not relieve the Respondent in case of errors. Erasures or changes in proposals must be initialed.

20. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the provision of the Request for Qualifications must be in writing and not by omission.

21. No lowest/highest Respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

22. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this services hereunder. The Contractor further covenants that no person having such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

23. It shall be the responsibility of all Respondents to warrant that all goods, services, and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statues, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

24. Respondent certifies that all goods to be supplied to the County as a result of contracts awarded under this Request for Qualifications were produced in compliance with all applicable requirements of section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

25. Fund Allocation: Continuance of any resulting contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

26. Qualifications of Respondents: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the respondent to perform the work and the respondent shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect respondent's physical plant prior to award to satisfy questions regarding the respondent's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by or investigations of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

27. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactorily evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the

subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

28. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, 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 contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

29. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

30. Discussions and Negotiations: The County, in its sole discretion, may do any or all of the following:

- a) evaluate proposals and award a contract with or without discussions or negotiations with any or all Respondents;
- b) discuss and negotiate anything and everything with any Respondent or Respondents at any time;
- c) request additional information from any Respondent;
- d) request a Respondent or Respondents to submit a new Proposal;
- e) request one or more best and final offers from any or all Respondents;
- f) accept any Proposal in whole or part;
- g) require a Respondent to make modifications to their initial Proposal;
- h) make a partial award to any or all Respondents;
- i) make multiple awards to any or all Respondents;

1.0 INTRODUCTION

Jackson County, Missouri is seeking proposals from Consultant Firms to Design a Replacement Structure or Structures to replace the one lane bridge spanning the BNSF (Burlington Northern Santa Fe Rail Road) railroad tracks in the town of Sibley, Missouri.

2.0 SCOPE OF SERVICES

The following guidelines and site conditions are to be taken into consideration:

- 2.1 This project is a cooperative effort between the City of Sibley, Missouri and Jackson County, Missouri.
- 2.2 Jackson County, Missouri Department of Public Works will be administering the project.
- 2.3 The existing one lane bridge is the only access to the north side of this community. The rail road cut has separated 23 homes from the rest of the community.
- 2.4 Currently, in the event of any bridge closure, that part of town is cut off from outside access and from emergency services. This requires the design to account for keeping the existing bridge in service until a new bridge can be constructed, remove the old existing bridge and then construct the second bridge in the same location as the existing. This will enable the contractor to maintain one all-weather lane of traffic.
- 2.5 We have MoDOT clearance to install two one lane structures if that is the preferred option.
- 2.6 A prefabricated steel bridge is preferred.
- 2.7 The engineer will be responsible for the design of the abutments but the bridge itself will be designed by the manufacturer/supplier according to specifications the engineer would set.
- 2.8 The site, while under construction, will maintain one all-weather lane of traffic.
- 2.9 Other approaches to the project will be taken under consideration.
- 2.10 Bridge is over several BNSF railroad tracks, Engineers will have to coordinate with the rail road on all the rules, regulations and submittals they will ask for.
- 2.11 The Successful Consultant will be responsible for securing all easements and ROW as needed from the rail road as well as the local residents.
- 2.12 Approach road grades are to remain close to the present grade.
- 2.13 Road way alignment is to occupy the existing ROW as much as possible.
- 2.14 The Successful Consultant shall be entering into the standard MoDOT standard contract with the County. There will be standard MoDOT DBE goals.

3.0 PROPOSAL FORMAT

- 3.1 Respondent's proposal shall be **an original plus five copies**. Proposals are to be no more than ten (10) pages of project information. The required forms shall not be included in the ten page limit.
- 3.2 All proposals and copies shall be double sided and minimize the use of binders and plastic covers. Binder clips are the preferred way to separate copies.
- 3.3 Proposals and copies shall be in an opaque envelope or box with this Request for Qualifications Name and Number and the Respondent's Name and Address on the front.
- 3.4 Request for Qualifications Response Deadline and Delivery Instructions are on Page One of this Request for Qualifications.
- 3.5 Expenses and cost incurred in the preparation of proposals in response to this Request for Qualifications are the sole responsibility of the Respondent and shall not be reimbursed by Jackson County, Missouri.
- 3.6 To facilitate the evaluation of proposals, proposals and copies shall be organized in the following manner:
 - 3.6.1 Cover Letter, to include the following information:
 - 3.6.1.1 Respondent Name
 - 3.6.1.2 Address
 - 3.6.1.3 Phone Number
 - 3.6.1.4 Contact Person's Name
 - 3.6.1.5 Contact Person's Title
 - 3.6.1.6 Contact Person's Phone Number
 - 3.6.1.7 Contact Person's Email Address
 - 3.6.2 All forms contained in this Request for Qualifications, filled out, signed and notarized where necessary.
 - 3.6.3 The remainder of the Request for Qualifications package.
 - 3.6.4 Description of Respondent's firm: provide information on the Respondent's experience, education and skills necessary to perform the required work. Indicate specific credentials that make the Respondent well suited to meet the requirements of this Request for Qualifications.
 - 3.6.5 Similar Engagements with Other Government Agencies or Commissions: provide a description of the Respondent's experience with other clients on projects similar to the work requested in this Request for Qualifications.
 - 3.6.6 Highlight your experience with your past dealings with the Burlington Northern Santa Fe Rail Road Company.

- 3.6.7 References for Similar Projects: provide three references of clients (name, address, phone number and email address) where similar services to those requested herein were performed.
- 3.6.8 Proposed Minority-Owned/Women-Owned Business Enterprise (MBE/WBE) participation: Respondent shall indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.

4.0 EVALUATION PROCESS AND CRITERIA

- 4.1 An Evaluation Committee made up of Jackson County personnel will evaluate all proposals and make a recommendation. Jackson County shall be the sole judge of the proposals submitted for this Request for Qualifications and its decision shall be final.
- 4.2 The County will consider MBE/WBE ownership and/or participation as a component of the "Qualifications and Experience" Evaluation Criteria.
- 4.3 The Evaluation Committee will consider various factors when evaluating the response to this Request for Qualifications, including, but not limited to:

Responsiveness to Request for Qualifications	5%
Respondent Qualifications and Experience	60%
References	35%

- 4.4 Any evaluation criteria or weighing of criteria is used by the County as a tool to assist the County in selecting the best proposal for the County. Evaluation scores or ranks alone do not create a right or expectation to a Contract/Agreement with the County. Ultimately, the County may choose to contract with any Respondent, regardless of rank or score.
- 4.5 Upon selection of a proposal based upon qualifications, the County will request pricing schedule to include hourly rates for services, equipment usage, testing, transportation and per diem charges, and all other incidentals and services. The County reserves the right to negotiate with the Successful Respondent on pricing. Should the County and the Respondent, within a reasonable time frame, as determined by Jackson County, fail to agree on the pricing, the County reserves the right to proceed to pricing negotiations with the next "best" respondent.

5.0 CONTRACT NEGOTIATIONS

- 5.1 Upon the selection of the successful Proposal and successful pricing negotiations a contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Qualifications and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreeable Contract, and upon a three (3) business day notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.

- 5.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 5.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

Respondent's entire proposal;
Respondent's pricing;
Respondent's proposed method of performance, including schedule of events and/or deliverables;
Respondent's experience information including customer lists or references;
Respondent's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest.

- 5.4 The County does generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Qualifications and the Respondent's proposal. In the event that conflicts in language exist between the Request for Qualifications and the Respondent's proposal, the provisions of the Request for Qualifications shall govern. The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Five of this Request for Qualifications. Please note that the Respondent's Proposal is subject to rejection if Exceptions to the County's General Conditions, Scope of Services and/or forms are requested.

- 5.5 Respondent must agree to the following standard provisions:

Indemnification: (Contractor) agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of (Contractor) in the performance of the work under this Contract/Agreement, to the extent that (Contractor) is responsible for such damages and losses on a comparative basis of fault and responsibility between (Contractor) and the County. (Contractor) is not obligated to indemnify the County for the County's own negligence. Contractor's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under Contract/Agreement. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Request for Qualifications. Contractor shall file Certificate of Insurance with Jackson County Purchasing Department in a form described in Exhibit A within the time limit also described in the Exhibit.

Independent Contractor: (Contractor) shall work as an independent contractor and not as an employee of the County. (Contractor) shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for its own Federal, State and City withholdings taxes and all other taxes, and operate it's business independent of the business of the County except as required by this Agreement.

Confidentiality:(Contractor) acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

Complete Agreement: Parties agree that this Contract/Agreement together with Jackson County, Missouri Request for Qualifications No. 14-15 and (Contractor's) response thereto constitute the complete and exclusive agreement between the parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract/Agreement.

Notices: Any notice which either party shall be required by this Contract/Agreement to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Contractor: _____

6.0 QUESTIONS

- 6.1 All questions regarding this Request for Qualifications must be in writing or emailed as detailed under General Conditions, Item Number Five on Page Seven of this Request for Qualifications by 5:00 PM, CST on February 24, 2015. Point of Contact for this Request for Qualifications is Barbara Casamento, email address is bcasamento@jacksongov.org. All questions will be answered in the form of Addenda.
- 6.2 Respondents and their agents (including subcontractors, employees, consultants or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County employee regarding the matters covered by this Request for Qualifications during the solicitation and evaluation process. Inappropriate contacts are grounds for **REJECTION OF RESPONDENT'S PROPOSAL**.

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

