



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

REQUEST FOR PROPOSAL NO. 46-21
ISSUED: November 16, 2021
PAGE 1 OF 20

Jackson County, Missouri is seeking Proposals from qualified Respondents to provide **Training Consultant Services** for use by the **Human Resources Department**.

Enclose your proposal in a sealed opaque envelope with the above Request for Proposal 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 December 14, 2021**, otherwise your Proposal will be **REJECTED**. There will be a public opening of proposals at 2:05pm CST on December 14, 2021, 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 Proposal 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 Proposal is Katelyn Edgar. All questions must be emailed to kedgar@jacksongov.org as detailed under General Conditions, Item 5 on Page 6, and Section 7.0 Questions on Page 13 of this Request for Proposal.

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 and an electronic copy** as detailed in Section 4.0 Proposal Format, Page 11 of this Request for Proposal.

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. If you do not have a Certificate of Compliance follow the instructions on Page 3 herein to obtain the certificate.

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 comply with all requirements listed in this Request for Proposal.

BOB CRUTSINGER
Director of Finance and Purchasing



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
[KANSAS CITY, MISSOURI 64106](http://www.jacomocompliance.com)

(816) 881-3302
FAX (816) 881-3340
COMPLIANCE@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

CERTIFICATE OF COMPLIANCE NOTICE:

All vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by the Jackson County Compliance Review Office.

A Certificate of Compliance is required to be submitted with any bid response. Failure to comply with this requirement may result in the REJECTION of a bid.

**Vendors may complete a
Certificate of Compliance Application by visiting
www.jacomocompliance.com**

A Certificate of Compliance will certify that vendors meet the following requirements:

1. Are duly listed and assessed on the tax rolls of Jackson County and are not delinquent in the payment of any taxes due to the County, or do not have on December 31st of the previous year any property subject to taxation by Jackson County.
2. Attest and agree to Chapter 6 of the Jackson County Code which prohibits discriminatory practices and promotes Equal Employment Opportunity by contractors doing business with Jackson County.

Certificate of Compliance Application must be submitted five (5) business days prior to a bid response deadline to allow sufficient time to process. A Certificate of Compliance is not guaranteed if this timeline is not met.

QUESTIONS? Email compliance@jacksongov.org

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 Proposal 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 Proposal 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 Proposal. 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 Proposal must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Proposal 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 Proposals. 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 Proposal 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 Proposal (ex: comparable manufacturer or alternate proposals where allowed by the Request for Proposal). 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 Proposal 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 **5:00pm CST on December 7, 2021**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to the Request for Proposal 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. 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 Proposal.

7. **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.

8. **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.

9. 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.

10. 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.

11. 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.

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

13. 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.

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

15. 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.

16. 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 ensure 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.

17. 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.

18. 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.

19. 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 Proposals must be in writing and not by omission.

20. 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.

21. 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.

22. 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 Statutes, 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.

23. Respondent certifies that all goods to be supplied to the County as a result of contracts awarded under this Request for Proposal 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.

24. 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.

25. 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.

26. 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.

27. If awarded a Contract as a result of this Request for Proposal; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

28. Minority, Women and Veteran Business Enterprise Utilization: Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org> Government, County Code, Current Code, 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid or for the purchase of County goods and services. Contractor shall ensure that it and its subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements. The Contractor, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

29. 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.

30. 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.

31. 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,
- j) terminate this RFP and reissue an amended RFP.

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking proposals from qualified Respondents to provide Training Consultant Services for use by the Human Resources Department.
- 1.2 The term of this Contract will be Twelve (12) Months, with One (1) Twelve (12) Month Option to Extend.

2.0 AWARD REQUIREMENTS

- 2.1 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein with ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this project.
- 2.2 Licenses: The Successful Respondent must provide, upon written request, evidence of any required Federal, State, Local and/or Occupational Licenses.
- 2.3 Compliance with Chapter 6 of the Jackson County Code for Minority, Women and Veteran Business Enterprise utilization will be required on any resulting Contract. The Contractor's Utilization Plan, included herein, must be filled out, and if goals are assigned, they will be mandatory for any award on this project.

3.0 SCOPE OF SERVICES

- 3.1 The Successful Respondent will report to Human Resources and consult with Jackson County departments as directed to identify training requirements (i.e., for annual compliance) and training programs to meet their individual department's needs and their training wish list for employee growth and development.
- 3.2 The Successful Respondent will locate customizable programs or create and develop training programs to meet the identified needs.
- 3.3 The Successful Respondent will work with departments and their schedules to set training.
- 3.4 The Successful Respondent will locate and secure training space within county buildings for training.
- 3.5 The Successful Respondent will develop communication documents and methods for scheduled training.
- 3.6 The Successful Respondent will schedule and deliver training programs.
- 3.7 The Successful Respondent will develop Excel reports to track attendance and communicate with departments as who needs to attend, who attended, and who failed to attend and needs to reschedule.
- 3.8 The Successful Respondent will schedule and deliver make-up training.
- 3.9 The Successful Respondent will develop way to evaluate knowledge both immediately and sustained from the delivered training programs.
- 3.10 The Successful Respondent will work within negotiated budget.
- 3.11 The Successful Respondent will prepare invoices for internal departments.
- 3.12 The Successful Respondent will occasionally, be requested to identify outside training sources for unique situations for development.
- 3.13 The Successful Respondent will create effective print, video, audio, and online instructional learning platform.

4.0 PROPOSAL FORMAT

- 4.1 Respondent's proposal shall be an **original document, electronic document (disk or thumb drive) and five copies**.
- 4.2 All proposal and copies shall be double-sided and minimize the use of binders or plastic covers. Binder Clips are the preferred way to separate copies.
- 4.3 Proposals and copies shall be in an opaque envelope or box with this Request for Proposal Name and Number, and the Respondent's Name and Address on the front.
- 4.4 Expenses and costs incurred in the preparation of proposals in response to this Request for Proposal are the sole responsibility of the Respondent and shall not be reimbursed by the County.
- 4.5 The Request for Proposal Deadline and Delivery Instructions are on Page 1 of this Request for Proposal.
- 4.6 To facilitate the evaluation of proposals, proposals shall be organized in the following manner:
 - 4.6.1 Cover Letter, to include the following information:
 - 4.6.1.1 Respondent's Name,
 - 4.6.1.2 Respondent's Address,
 - 4.6.1.3 Respondent's Telephone Number,
 - 4.6.1.4 Contact Person's Name,
 - 4.6.1.5 Contact Person's Title,
 - 4.6.1.6 Contact Person's Telephone Number,
 - 4.6.1.7 Contact Person's Email Address.
 - 4.6.2 All forms contained within this Request of Proposal package, filled out, signed, and notarized where necessary.
 - 4.6.3 Complete copy of this Request for Proposal for evaluation purposes.
 - 4.6.4 Description of Respondent's general background to include the following:
 - 4.6.4.1 Year of inception and history,
 - 4.6.4.2 Ownership structure,
 - 4.6.4.3 Ability to provide the services.
 - 4.6.5 References: Please include three examples of similar work done with other local municipalities; provide name and contact information.
 - 4.6.6 Pricing: Pricing shall be provided in a separate sealed envelope within the ORIGINAL proposed package; copies shall not have the pricing information.
 - 4.6.6.1 Proposal should include a consultant fee schedule within Jackson County's budget of \$75,000.
 - 4.6.7 Contractor's Utilization Plan, pages 16 through 20, herein. Contract value amounts will be based upon the annual estimated dollar amount at the time of award. If Contract goals are stated in the Contractor's Utilization Plan, they are required, not suggested.
- 4.7 Failure to provide this information, organized in this manner, with the appropriate number of copies, may be grounds for the REJECTION of your proposal, or a reduction of Evaluation Criteria.

5.0 EVALUATION CRITERIA

- 5.1 An Evaluation Committee made up of Jackson County, Missouri personnel will evaluate all proposals and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.

- 5.2 The Evaluation Committee will consider various factors when evaluating the response to this Request for Proposal, including, but not limited to:
- | | | |
|-------|--|-----------|
| 5.2.1 | Responsiveness to the Request for Proposal | 5 Points |
| 5.2.2 | Respondent's Qualifications and Experience | 30 Points |
| 5.2.3 | Respondent's References | 25 Points |
| 5.2.4 | Respondent's Pricing | 40 Points |
- 5.3 Any evaluation criteria or weighting or criteria is used by the County as a tool to assist the County is selecting the best proposal(s) for the County. Evaluation scores or ranks alone do not create a right or expectation to a Contract with the County. Ultimately, the County may choose to contract with any Respondent, regardless of rank or score.
- 5.4 Proposals received become the property of the County and will not be returned.

6.0 CONTRACT NEGOTIATIONS

- 6.1 Upon the selection of the successful proposal, a Contract incorporating the General Conditions, Scope of Services, Pricing, and other provisions of this Request for Proposal and acceptable by 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 agreed upon Contract, and upon a three-business day notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next best respondent.
- 6.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until contract(s) have been awarded or all proposals are rejected.
- 6.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- 6.3.1 Respondent's entire proposal,
 - 6.3.2 Respondent's pricing,
 - 6.3.3 Respondent's proposed method of performance, including a list of events and/or deliverables,
 - 6.3.4 Respondent's experience information, including customer's lists or references,
 - 6.3.5 Respondent's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest.
- 6.4 The County does not 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 Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal shall govern. The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Five (5) of this Request for Proposal. Please note that the Respondent's proposal is subject to rejection if exceptions to the County's General Conditions, Forms or Insurance requirements are requested.
- 6.5 Respondent must agree to the following standard provisions:
- 6.5.1 **INDEMNIFICATION:** Respondent 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 Respondent in the performance of the work under this Contract, to the extent that Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between Respondent and the County. Respondent is not obligated to indemnify the County for the County's own negligence.
 - 6.5.2 **INDEPENDENT CONTRACTOR:** Respondent shall work as an independent contractor and not as an employee of Jackson County, Missouri. Respondent 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 its business independent of the business of the County except as required by this Contract.
 - 6.5.3 **CONFIDENTIALITY:** Respondent 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.

- 6.5.4 COMPLETE AGREEMENT: Parties agree that this Contract together with Jackson County, Missouri Request for Proposal No. 46-21 and Respondent’s response thereto constitute the complete and exclusive agreement between the parties which supersedes all prior proposals or understandings or agreements, oral or written and all other communications between parties relating to the subject matter of this Contract.
- 6.5.5 NOTICES: Any notice with either party shall be required by this Contract to give each 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: _____

7.0 QUESTIONS

- 7.1 All questions regarding this Request for Proposal must be in writing and emailed as detailed under General Conditions, Item Number Five (5) on Page Six (6) of this Request for Proposal by 5:00pm CST on December 7, 2021.
- 7.2 Point of Contact for this Request for Proposal is Katelyn Edgar, email address is kedgar@jacksongov.org.
- 7.3 All questions will be answered in the form of Addenda published on the County’s website at www.jacksongov.org.
- 7.4 Respondents are 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 employees regarding the matters covered in this Request for Proposal 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.

EXHIBIT F

RESPONDENT'S EXCEPTIONS
TO
SCOPE OF SERVICES
OF
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 46-21

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services for Request for Proposal No. 46-21 are requested by the undersigned Respondent:
(Use additional pages, as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED

Name of Firm: _____

Signature of Respondent: _____



**OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE**

415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
CRO@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

**JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN**

Bid/RFP/RFQ Number: 46-21
Bid/RFP/RFQ Title: Training Consultant Services
Contracting Department: Human Resources Department
Respondent: _____

I, _____, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0% MBE 11.7% WBE 0% VBE

2. **Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:**

_____% MBE _____% WBE _____% VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. **Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.**

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

*****INTERNAL USE ONLY*****

CUP RECEIVED: _____ **CUP APPROVED:** _____

GFE RECEIVED: _____ **GFE APPROVED:** _____

CUP REVISED: _____ **REVISION APPROVED:** _____

APPROVED GOALS: _____ **MBE** _____ **WBE** _____ **VBE**

RES/ORD: _____ **AMT AWARDED:** _____

NOTES:

MBE SUBCONTRACTORS

Description		Bidder Response
A.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		ONLY
		Certifying Agency: _____ KCMO _____ State of MO
		Approved: Y N
		Sub A Contract Value: \$
B.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		ONLY
		Certifying Agency: _____ KCMO _____ State of MO
		Approved: Y N
		Sub B Contract Value: \$
C.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		ONLY
		Certifying Agency: _____ KCMO _____ State of MO
		Approved: Y N
		Sub C Contract Value: \$
		\$
		TOTAL MBE VALUE
		\$

Add Additional Pages as Necessary

WBE SUBCONTRACTORS

Description		Bidder Response	
A.	WBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub A Contract Value:
			\$
B.	WBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub B Contract Value:
			\$
C.	WBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub C Contract Value:
			\$
		TOTAL WBE VALUE	\$

Add Additional Pages as Necessary

VBE SUBCONTRACTORS

Description

Bidder Response

A.	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub A Contract Value:
			\$

B.	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub B Contract Value:
			\$

C.	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub B Contract Value:
			\$
		TOTAL VBE VALUE	\$

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: _____

Title: _____ **Email:** _____

Date: _____ **Phone:** _____

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public
(Attach corporate seal if applicable)

For questions on this form please contact:

**Compliance Review Office
816-881-3302
CRO@jacksongov.org**