



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

REQUEST FOR QUALIFICATIONS NO. 68-21
ISSUED: November 18, 2021
PAGE 1 OF 21

Jackson County, Missouri is seeking Proposals from qualified Respondents for **Performance Audit Services for the Community Backed Anti-Crime Tax (COMBAT) Agency**.

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 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 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. All questions must be emailed to bcasamento@jacksongov.org as detailed under General Conditions, Item 5 on Page 6 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 4.0 Proposal Format, Pages 11 and 12 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. 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 provide a Certificate of Insurance as outlined in Exhibit A, Page 15 of this Request for Qualifications.

BOB CRUTSINGER
Director of Finance and Purchasing

AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ of the city of _____

County of _____ State of _____ being duly sworn on her or his oath, deposes and says;

1. That I am the _____ (Title of Affiant) of _____ (Name of Respondent) and have been authorized by said Respondent to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Respondent is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of respondent).
3. If Respondent were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Respondent did not have on December 31, 2020 any property subject to taxation by the County and if respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri, respondent agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Respondent certifies and warrants that Respondent or Respondent's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Respondent certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Respondent certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

_____ (Name of Respondent)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

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

NOTARY PUBLIC in and for the County of _____ (SEAL)

State of _____

My Commission Expires: _____



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
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 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 a 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 **5:00pm CST on December 7, 2021**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for 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. 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.

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 Qualifications 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 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.

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.

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

- 1.1 Jackson County, Missouri is seeking proposals from qualified Respondents to perform an independent, annual performance evaluation audit of the Community Backed Anti-Crime Tax (COMBAT) Agency.
- 1.2 The initial audits include the calendar year 2020 through 2021; with the option, if exercised by the County, of extending the Contract/Agreement for up to three (3) subsequent calendar years.

2.0 BACKGROUND

- 2.1 In November 1989, Jackson County, Missouri voters approved a ¼ cent sales tax to address substance abuse and its related crimes. Renewed in 2016, this sales tax known as the Community Backed Anti-Crime Tax (COMBAT) generated approximately \$24 million dollars in 2017.
- 2.2 The funding provides treatment and prevention services for both drug and violence within Jackson County, Missouri, as well as public safety support for Corrections, law enforcement, prosecution, and Judicial processing:
- 2.3 The Jackson County, Missouri COMBAT Commission recommends the disbursement of the anti-crime sales tax revenue designated for community drug and violence treatment and prevention services.
- 2.4 The Jackson County, Missouri COMBAT Commission shall establish goals for COMBAT funding and make recommendations on all funding requests for COMBAT initiatives.
- 2.5 The Jackson County, Missouri COMBAT Commission and COMBAT Administration shall ensure the anti-crime tax funds are allocated and monitored in an efficient manner.
- 2.6 Jackson County, Missouri COMBAT Administration has a strong commitment to identifying, supporting, and funding innovative and comprehensive programs that address the cutting edge of drug addiction, the prevention, treatment and reduction of drug abuse and violent related crime in the community.
- 2.7 Jackson County, Missouri COMBAT Administration shall increase public awareness of its programming efforts by ensuring COMBAT staff are engaged with community stakeholders within the violent crime hot spots/area of interest, target by COMBAT Administration.
- 2.8 Jackson County, Missouri COMBAT Commission and COMBAT Administration shall ensure that effective services are being provided by developing a process to measure community impact of COMBAT initiatives and COMBAT funded agencies in the violent hot spots/area of interest throughout Jackson County, Missouri.

3.0 SCOPE OF SERVICES

- 3.1 The performance audit will cover the Agency's 2020 budget period.
 - 3.1.1 For the Treatment programs, the 2020 budget period is from January 2020 through December 2020.
 - 3.1.2 For the Prevention programs, the 2020 budget period is from March 2020 through February 2021.
- 3.2 This request is mandated by Chapter 93, Section 9308 – Performance Evaluation, which states: The County, in consultation with the Prosecuting Attorney, shall annually provide for a performance evaluation of programs funded by COMBAT, to be conducted by an independent firm or agency.
- 3.3 The audit, which will be conducted annually, should be broad in scope. It should include an evaluation on the effectiveness of the operations that receive COMBAT funds and should include management and program improvement recommendations.
- 3.4 It is requested that the audit address the efficient administration of COMBAT funds. A sample size of the prevention and treatment programs to be evaluated should be determined and mutually agreed upon by the respondent and COMBAT Administration, with input from the COMBAT Commission.

- 3.5 The audit will include, but not necessarily be limited to:
 - 3.5.1 The organization, staffing and duties of both the County Department personnel and External Agencies staff whose positions are funded in part or in full by COMBAT funding to operate or support the prevention and/or treatment program.
 - 3.5.2 The creation of an accurate listing of how many positions are funded through COMBAT, wages and benefits totals, the job titles for each of these positions, and description of job duties and how those duties relate to COMBAT's mission.
 - 3.5.3 A review of compliance with applicable federal, state and county laws and regulations.
 - 3.5.4 A review of the policies, procedures, and controls in place if a County Department and/or External Agency subcontracts the COMBAT funding award to an outside agency to operate the prevention/treatment program.
 - 3.5.5 A review of procedure, controls, and timelines of payments to outside agencies, if applicable.
 - 3.5.6 A review of the appropriateness of operating budgets and budgeting procedures relating to the mission of COMBAT.
 - 3.5.7 A review of the policies, procedures, and controls in place to ensure the most effective operations of the County Department or External Agency, including effective and impartial methods of evaluating proposals and issuing contracts to outside agencies.
 - 3.5.8 A review of procedures and controls in place to determine External Agency programs' effectiveness and contract compliance, if applicable.

4.0 PROPOSAL FORMAT

- 4.1 Respondent's proposal shall be an original, plus five copies of the proposal.
- 4.2 All proposals and copies shall be double-sided and minimize the used of binders and 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 Qualifications name and number and the Respondent's name and address on the front.
- 4.4 Request for Qualifications Response Deadline and Delivery Instructions are on Page One of this Request for Qualifications.
- 4.5 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.
- 4.6 All proposals submitted in response to this Request for Qualifications become the property of Jackson County, Missouri.
- 4.7 To facilitate the evaluation of proposals, proposals and copies shall be organized in the following manner:
 - 4.7.1 Cover Letter
 - 4.7.2 All forms contained in this Request for Qualifications package, filled out, signed, and notarized where necessary.
 - 4.7.3 The remainder of the Request for Qualifications package for evaluation purposes.
 - 4.7.4 Contact information: list the name and address of the Respondent's main office, the contact person's name, phone number, email address and any other pertinent contact information.
 - 4.7.5 License to practice in Missouri: An affirmative statement shall be included indicating that the Respondent is licensed to practice in Missouri.

- 4.7.6 Independence: The Respondent shall provide an affirmative statement that it is independent of Jackson County, Missouri as defined by generally accepted accounting standards and the U.S. Comptroller General's Government Auditing Standards. The Respondent shall also list and describe the Respondent's professional relationships involving Jackson County, Missouri, or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed services.
 - 4.7.7 Respondent Qualifications and Experience: The proposed response shall state the size of the Respondent's firm, the size of the Respondent's government audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be so employed on a part-time basis.
 - 4.7.8 Partner Supervisory and Staff Qualifications and Experience: The Respondent shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialist, who would be assigned to the engagement and indicate whether each person is licensed to practice as a Certified Public Accountant in Missouri. The Respondent shall indicate how the quality and the continuous onsite supervision of staff over the term of the contract will be assured. Engagement partners, managers, other supervisory staff, and specialist may be changed if those staff leave the firm, are promoted, or assigned to another office. Staff may also be changed for other reasons with the express prior written permission of Jackson County, Missouri. However, in either case, Jackson County, Missouri retains the right to approve or reject replacements. Consultants and firm specialist mention in response to this Request for Qualifications can be changed only with the express prior written permission of Jackson County, Missouri, which retains the right to approve or reject replacements. Other audit staff may be changed at the discretion of the Respondent, provided that replacements have substantially the same or better qualifications or experience.
 - 4.7.9 Similar Engagements with Other Governmental Entities: For the Respondent's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this Request for Qualifications. These engagements should be ranked on the basis of total staff hours. Indicate scope of services, date, engagement partners, total hours, and the name, telephone number and email address of the principal client contact.
 - 4.7.10 External Quality Control Review Report: In Addition, the Respondent shall provide information on the circumstances and status of any disciplinary action taken or pending against the Respondent during the last three years with state regulatory bodies or professional organizations.
 - 4.7.11 Contractor's Utilization Plan, Pages 17 through 21, herein, must be filled out, signed, notarized, and submitted with your proposal.
- 4.8 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 All proposal received that are responsive to the General Conditions, Scope of Services and other provisions of this Request for Qualifications will be evaluate.
- 5.2 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 with the County. Ultimately, the County may choose to contract with any Respondent, regardless of score or rank.
- 5.3 The County may change criteria and criteria weights at any time including after the Response Deadline.
- 5.4 Compliance with Chapter 6 of the Jackson County Code of MBE/WBE/VBE utilization will be required on this Request for Qualifications.
- 5.5 Jackson County Code 9305 states: Any proceeds from the anti-crime sales tax creating jobs and employment shall have a twenty percent (20%) goal for minority hiring and employment.
- 5.6 An Evaluation Committee will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Qualifications, and its decision shall be final.
- 5.7 The County's Evaluation Committee, at its sole discretion, may interview none, one, some or al of the Respondents. A Question-and-Answer Conference may be conducted with Respondents, if deemed necessary. In addition, Respondent may be asked to make an oral presentation during the conference. Attendance costs for the Question-and-Answer Conference will be at the Respondent's own expense.

5.8 The County's Evaluation Committee will consider various factors when evaluating the proposals:

5.8.1	Respondent's Capability and Governmental Audit Experience	45 Points
5.8.2	References	20 Points
5.8.3	Partner Supervisory and Staff Qualifications	35 Points

6.0 CONTRACT NEGOTIATIONS

6.1 Upon the selection of the successful proposal, pricing will be negotiated and a Contract/Agreement 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 agreement Contract/Agreement, and upon a three-business day notification to the selected Respondent, the County may reject the proposal and proceed to award the Contract/Agreement 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 a Contract/Agreement has 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 schedule of events and/or deliverables,
- 6.3.4 Respondent's experience information including customer 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. Respondent shall submit a detailed explanation to support any claim of proprietary or technological innovation in product specifications.

6.4 The County generally does not use standard contract forms which may be provided by the Respondent. The Contract/Agreement used by the County will include both the Request for Qualifications and the Respondent's proposal. In the event that conflict 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 Four 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 included in the Request for Qualifications are requested.

6.5 Respondent must agree to the following standard provisions:

- 6.5.1 *Indemnifications:* Contractor/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 the Contractor/Respondent in the performance of the work under this Contract/Agreement, to the extent that Contract/Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between Contractor/Respondent and the County. Contractor/Respondent is not obligated to indemnify the County for the County's own negligence. Contractor/Respondent's obligations under this section shall be limited to the coverage and limits of insurance that Contractor/Respondent is required to procure and maintain under the Contract/Agreement. Insurance shall be procured and maintained by the Contractor/Respondent as described in Exhibit A of this Request for Qualifications. Contract/Respondent shall file a Certificate of Insurance with the Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.
- 6.5.2 *Independent Contractor:* Contractor/Respondent acknowledges and agrees that all County information and records are confidential and will not be disclosed or made available to anyone outside the County organization unless authorized to do so in writing.
- 6.5.3 *Complete Agreement:* Parties agrees that this Contract/Agreement together with Jackson County, Missouri Request for Qualifications No. 68-21 and Contractor/Respondent's response thereto constitute the complete and exclusive agreement between the parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract/Agreement.

6.5.4 *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 representative parties may designate from time to time:

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

Contractor/Respondent: _____

7.0 QUESTIONS

- 7.1 All questions regarding this Request for Qualifications must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Six of this Request for Qualifications by 5:00pm CST on December 7, 2021.
- 7.2 Point of Contact for this Request for Qualifications is Barbara Casamento, email address: bcasamento@jacksongov.org. All questions will be answered and published on the County's website in the form of an Addendum.
- 7.3 Respondents and their agents (subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County personnel 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.

EXHIBIT F
RESPONDENT'S EXCEPTIONS
TO
SCOPE OF SERVICES
OF
JACKSON COUNTY, MISSOURI REQUEST FOR QUALIFICATIONS NO. 68-21

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

The following exceptions to the Scope of Services for Request for Qualifications No. 68-21 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: 68-21
Bid/RFP/RFQ Title: Performance Audit
Contracting Department: COMBAT
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:

9.5% MBE 0% 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
		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
		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:	
		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**