



CLAY COUNTY

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

RFP NO.: 31-16
TITLE: VISITOR'S GUIDE
ISSUE DATE: 10/14/2016

PURCHASING SPECIALIST II: ETHEL KITCHELL
PHONE NO.: (816) 407-3633
E-MAIL: ekitchell@claycountymo.gov

PROPOSAL RESPONSES MUST BE RECEIVED BY NO LATER THAN ("CLOSE/RETURN DATE and TIME"):

NOVEMBER 3, 2016 AT 2:00 PM CENTRAL TIME

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

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

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

**PUBLIC SERVICES
ADMINISTRATION BUILDING
1 COURTHOUSE SQUARE
LIBERTY, MO 64068**

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

SIGNATURE REQUIRED

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

1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

1.1.1 This document constitutes requests for competitive, sealed proposals from prospective offerors to assist the County with the development and production of a Visitor's Guide in accordance with the requirements and provisions stated herein.

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

- Section 1: Introduction and General Information
- Section 2: Scope of Work/Functional Specifications
- Section 3: Proposal Submission Information Section /Evaluative Information
- Section 4: Contractual Terms and Conditions Acknowledgement Form
- Exhibit A: Pricing/Options for revenue sharing in regards to advertising sales
- Exhibit B: Experience and Expertise
- Exhibit C: Method of Performance
- Exhibit D: Miscellaneous Information

Attachment 1: SAMPLE Resolution Agreement (contract cover page)

Attachment 2: SEALED BID LABEL

1.2 RFP Questions:

1.2.1 Questions and issues relating to the RFP must be directed to the Purchasing Specialist II, Ethel Kitchell. It is preferred that questions be e-mailed to ekitchell@claycountymo.gov.

1.2.2 **All questions and issues should be submitted no later than October 24, 2016.** If not received prior to the aforementioned date, the Purchasing Specialist II may not be able to fully research and consider the respective questions or issues.

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

1.3 Offeror's Contacts:

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

Vendor's Initials: _____

- 1.4 Definitions:** *The following definitions shall apply throughout this document:*
- 1.4.1 **“Addendum”** shall mean a written, official modification to an RFP.
- 1.4.2 **“Amendment”** shall mean a written, official modification to an awarded contract as approved by the Clay County Commission.
- 1.4.3 **“Attachment”** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- 1.4.4 **“Procurement Specialist II”** shall mean the procurement staff member of Clay County Purchasing Agent. The **Contact “Person”** as referenced herein is usually the Buyer.
- 1.4.5 **“Contract”** shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services. All contracts must be approved by the Clay County Commission.
- 1.4.6 **“Contractor”** shall mean a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 1.4.7 **“Entity”** shall mean the unit of Clay County government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the **Clay County Purchasing Agent (CCPA) via the Department of Purchasing and Contract Services (DP&CS)**. The entity is also often referred to as **“the County”**. The entity is also responsible for payment.
- 1.4.8 **“Exhibit”** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- 1.4.9 **“May”** shall mean that a certain feature, component, or action is permissible, but not required.
- 1.4.10 **“Must”** shall mean that a certain feature, component, or action is a mandatory condition.
- a. The offeror’s proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words “must” and “shall”). Failure to fulfill mandatory requirements shall make the offeror’s proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. Clay County shall not award a noncompliant proposal.
- 1.4.11 **“Offeror”** shall mean the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- 1.4.12 **“Pricing Page(s)”** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- 1.4.13 **“Proposal Opening Date and Time”** and similar expressions shall mean the exact deadline required by the RFP for the receipt of sealed proposals.
- 1.4.14 **“Request for Proposal (RFP)”** shall mean the solicitation document issued by the DP&CS to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- 1.4.15 **“RSMo (Revised Statutes of Missouri)”** refers to the body of laws enacted by the Legislature which govern the operations of all public governmental entities of the state of Missouri. Chapter 50 of the statutes is the primary chapter governing the operations of DP&CS.
- 1.4.16 **“Shall”** shall have the same meaning as the word “must”.
- 1.4.17 **“Should”** means that a certain feature, component and/or action is desirable but not mandatory.
- 1.4.18 **“Vendor”** shall have the same meaning as the word “Offeror”.
- 1.5 Estimated Quantities:**
- 1.5.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. Clay County shall not make guarantees about single order quantities or total aggregate order quantities.
- 1.5.2 The County shall not guarantee any minimum or maximum amount of the contractor’s products/services that may be required under the contract. The contractor shall provide products/services on an as needed, if needed basis. The County shall not guarantee any usage of the contract whatsoever.

Vendor’s Initials: _____

2. SCOPE OF WORK/FUNCTIONAL SPECIFICATIONS

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

2.1 General Requirements:

- 2.1.1 The Vendor must provide assistance with the development and production of a Visitor's Guide, which meets or exceeds the specifications contained in this document.
- 2.1.2 Clay County's Tourism Department is seeking proposals from all qualified and interested parties to assist the County with the development and production of a Visitor's Guide. This guide will encourage tourism within the Clay County area by providing a more detailed, cohesive, and accessible source of information on Clay County than is currently available to visitors.

2.2 Specific Requirements:

- 2.2.1 Clay County Tourism will begin the organization and design of the guide but will require the publisher to purchase and place advertisements within the guide. If any layout changes are required in order to place the proper amount of advertisements within the guide, the publisher is responsible for making those changes. This Request for Proposal (RFP) calls for the selected party to be responsible not only for selling the advertisements needed to fund the Visitor's Guide project, but also for printing the Official Visitor's Guide. This project must produce an 8.5" x 11", 40 page minimum guide; no more than 50% of this guide may be advertisements. Advertisements are to be limited to destination, tourism, shopping or dining businesses. Clay County is requiring a cost quotation for the printing of 100,000, 125,000, and 150,000 copies of the completed Visitor's Guide. Preference will be given to proposals that include options for revenue sharing in regards to advertising sales.

Vendor's Initials: _____

SCOPE OF WORK /SPECIFICATIONS

The publisher shall complete the Visitor's Guide in accordance to the below guidelines.

- A four-color, glossy publication with full bleed. Suggested stock: At least 70# - please specify the stock you intend to use when bidding. The paper stock desired will be determined with consideration given to printing and mailing costs.
- 4/4 process color throughout guide.
- The final page total of the guide will be determined on advertising sales with no more than 50% of the publication consisting of advertisements. The guide's appearance should remain cohesive and consistent throughout. The brand theme and logo must be present within the guide.
- Since the final organization of the guide will depend on the placement of advertisements, the publisher will be responsible for organizing the pages and creating a table of contents that will be placed before any content pages within the guide. The organization of the guide must be logical; the publisher should provide Clay County Tourism with a proposed outline prior to finalizing the organization of the guide.
- Editorial information for the guide will be provided and placed within the guide by Clay County Tourism. If major changes are required to the page layout in order to properly place advertisements, the layout may be changed by the publisher and a separate copy of editorial content may be provided by the tourism department. If any editing and/or changes of any sort must be made to the guide's text content, Clay County Tourism must be informed and the edits will be handled by the tourism department.
- Clay County Tourism will make their photo library available to the publisher. If the publisher prefers, they can supply their own photos with the purchase of photography at their own expense. Any costs associated with the purchase of photography or artwork for the guide is the responsibility of the publisher. There should be a minimum of one color photo per every two pages of the guide. This number does not include maps or illustrations. Avoid repeating photos within the guide. If photos must be repeated for any reason, the repetition must be agreed upon by the Clay County Tourism Department.
- The publisher will provide at least one illustrated map of Clay County that will fit within the overall design of the guide. This map can span 2 pages of the guide if the publisher believes that is necessary.
- Publisher will be responsible for developing a production schedule once both parties agree on a publication date for the Visitor's Guide.
- Publisher is responsible for researching and supplying a nonpaid hotel, dining list and shopping guide for Clay County and displaying that within the guide in a fashionable manner.
- The publisher must provide Clay County Tourism with a draft of the entire guide before printing the guide. The Visitor's Guide may be printed once it has been reviewed and approved by Clay County Tourism. High-resolution and low-resolution pdf spreads of the guide must be provided for web use at this time as well.
- The publisher must provide Clay County with a digital flip-guide of the Visitor's Guide for use on the county's website.
- The guide will be funded by print advertising.
- The publisher will not promise to place any print advertising within editorial content.
- All billing and collections must be done through publisher.
- All materials, including final film, are owned by Clay County Tourism and must be returned.

Vendor's Initials: _____

3. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

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

3.1 Open Competition/Request For Proposal Document:

- 3.1.1 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DP&CS if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Purchasing Specialist II from the DP&CS, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten (10) calendar days prior to the official proposal opening date.
- 3.1.2 Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.
- 3.1.3 Offerors are cautioned that the only official position of Clay County shall be that which is issued by the DP&CS in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.1.4 The DP&CS shall have the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the Clay County Current Bidding Opportunities website at: <https://www.claycountymo.gov/bids/current> to obtain a copy of the addendum(s).
- 3.1.5 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- 3.1.6 Proposals lacking any indication of intent to offer an alternate or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- 3.1.7 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

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3.2 Preparation and Submission of Proposals:

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

a. Tabbed Sections should be as follows:

- 1) **Tab 1:** Signed RFP Cover Page and any RFP Addendum Cover Pages
- 2) **Tab 2:** Table of Contents
- 3) **Tab 3:** Transmittal Letter/Executive Summary
- 4) **Tab 4:** Complete copy of the RFP with pages initialed by Vendor (refer to RFP paragraph 4.2.2 c)
- 5) **Tab 5:** Exhibit A – Pricing Pages
- 6) **Tab 6:** Exhibit B – Experience and Expertise
- 7) **Tab 7:** Exhibit C – Method of Performance/Project Approach
- 8) **Tab 8:** Exhibit D – Options for revenue sharing in regards to advertising sales
- 9) **Tab 9:** Exhibit E – Miscellaneous Information

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

- a. **It is recommended that offerors respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County provisions and conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor must identify the specific page and paragraph being referenced.
- b. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- c. All proposal documents must be submitted in full (all pages of the RFP shall be either signed or initialed) to be considered responsive. All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the proposer and required information must be provided. The contents of the proposal submitted by the successful proposer of this RFP shall include all proposal documents and shall become a part of any agreement award as a result of this solicitation. **The offeror shall initial all pages where the document denotes "Vendor's Initials:___"**. Any proposals not complying to this condition may be considered non-responsive and rejected.

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3.2.3 **Proposal Copies:** **The offeror's proposal should include an original document, plus four (4) copies for a total of five (5) hard copy documents.**

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

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

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

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

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

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

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

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

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

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

3.3 Debarment:

3.3.1 By submission of its proposal response, the vendor shall hereby certify that neither it nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State Department or Agency, including listing in the U.S. General Services Administration's List of Parties excluded from Federal Procurement or Non-Procurement programs. If the vendor is unable to certify any of the statements in this certification, the vendor must attach an explanation to its proposal response.

3.4 Proposal Opening:

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

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

- a. Under extraordinary circumstances, the Purchasing Agent or designee, may authorize the opening of a late proposal. In such cases, the proposal must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of bids. All such decisions are at the sole discretion of the Purchasing Agent or designee.

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

3.5 Proposal Expiration:

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

3.6 Preferences:

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

Vendor's Initials: _____

3.7 Proposal Evaluation and Award:

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

Evaluation Criteria Scoring Category	Maximum Points
Experience and Expertise	35
Method of Performance / Project Approach	15
Reliability and Resources	10
Cost	40
TOTAL	100

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

Subjective Judgment Description	40 Point Questions	35 Point Questions	15 Point Questions	10 Point Questions
Outstanding/ Optimal	34-40	30 – 35	14 – 15	9 – 10
Exceeds Acceptable	27-33	24 – 29	11 – 13	7 – 8
Acceptable/ Satisfactory	20-26	17 – 23	7 – 10	5 – 6
Marginal/ Inadequate	0-19	0 – 16	0 – 6	0 – 4

- 3.7.3 Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- 3.7.4 Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DP&CS to be in the best interest of Clay County.
- 3.7.5 Pricing shall be evaluated at the maximum potential financial liability to Clay County.
- 3.7.6 Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Ordinance chapter 37, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

Vendor's Initials: _____

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

Vendor's Initials: _____

3.8 Evaluation of Cost:

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

3.9 Evaluation of Experience and Expertise:

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

3.10 Evaluation of Method of Performance/Project Approach:

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

3.11 Evaluation of Reliability and Resources:

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

3.11.2 Clay County, Missouri has adopted a formal written policy. It is the policy of this County that each agreement for the purchase or lease of manufactured goods or commodities involving an expenditure of \$1,000 or more shall be for goods or commodities manufactured, assembled or produced in the United States. This policy shall not apply where the cost of the agreement would be increased by more than 10%, when only one line item of a particular good or product is manufactured, assembled or produced in the United States, or when the specified products or not in sufficient quantities to meet the County's needs. (Ord GO -91-126- Purchasing Chapter 37.38). The offeror should complete applicable portions of Exhibit E, Domestic Products (Buy American) form.

3.12 Requested Information:

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

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

Vendor's Initials: _____

**EXHIBIT A
PRICING PAGES**

PRICING TABLE 1: REQUIRED PRICING

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

DESCRIPTION	QUANTITY	TOTAL COST
Visitor's Guide	100,000	\$ _____
Visitor's Guide	125,000	\$ _____
Visitor's Guide	150,000	\$ _____

PRICING TABLE 2: OTHER REQUIRED PRICING

The offeror must state below all other applicable costs necessary to satisfy the mandatory requirements of the RFP. Unless stated in Exhibit A, the County shall assume that absolutely no other fees or charges, will be assessed to the County whatsoever to satisfy the RFP requirements.

DESCRIPTION/COMMENTS	COST(S)

Vendor's Initials: _____

EXHIBIT A, continued

REVENUE TABLE 3: Options for revenue sharing in regards to advertising sales.

DESCRIPTION/COMMENTS

PRICING TABLE 4: FEE SCHEDULE

If additional services are requested by the County, the Vendor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The offeror must indicate in the pricing table below the firm, fixed hourly rates for the personnel job classifications that may be necessary to fulfill the requirements of the RFP.

**TASK/PERSONNEL BREAKDOWN
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES**

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY RATE

Vendor's Initials: _____

**EXHIBIT B
Experience and Expertise**

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

B.1 EXPERIENCE:

A MINIMUM of one (1) years' experience is required of the successful contactor, in similar services, as described in the scope. Experience and references provided by vendors shall be verified and will be a significant factor in the evaluation. Vendors should provide the information below.

How many years has your company been in business?

List a minimum of three (3) references showing contracts held by your company providing the same or similar services for other public entities, local governments or private companies.

Reference # 1 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

Reference # 2 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

Reference # 3 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

Vendor's Initials: _____

EXHIBIT E
Miscellaneous Information

E.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

- 1) This section is optional, it will not affect proposal award. If the County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES_____ NO_____

INITIALS: _____

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request For Proposal and any subsequent term contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Request For Proposal as a joint participating entity.
- 4) All sales to other jurisdictions shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration shall be the responsibility of the ordering jurisdiction.
- 5) The Purchasing Agent shall be responsible to handle the solicitation and award the contract. The Purchasing Agent shall have the sole authority to modify the contract and handle disputes regarding the substance of the contract. The Purchasing Agent shall be the Buyer of Record, Clay County, Missouri.
- 6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

E.2 WEBSITE INFORMATION:

- 1) Does your company have a website? YES_____ NO _____
- 2) If yes please provide the website address:
www. _____
- 3) Can product(s) be ordered from that website? YES_____ NO _____
- 4) Can we receive the pricing you have quoted us, when ordering from the website?
YES_____ NO _____

Vendor's Initials: _____

EXHIBIT E, continued

E.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:

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

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

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

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

_____ %

Vendor’s Initials: _____



CLAY COUNTY

RESOLUTION/AGREEMENT #2016-XXX

RFP No.31-16 Visitor's Guide

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

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

WHEREAS, The County desires to engage Vendor to provide such products/services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The County employs Vendor to provide the services hereinafter set forth.
2. PRODUCTS AND/OR SERVICES: The vendor represents that it is equipped, competent, and able to provide, and that it will provide all products and/or services hereinafter set forth in a diligent, competent, and workmanlike manner. Vendor will provide all such products and/or services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County's Request For Proposal No.31-16 (hereinafter "RFP"); the Vendor's Response to the RFP, which includes; Payment Terms/Fee Schedule(s), Scope of Work ("Scope"), and Contract Terms and Conditions. In the event of any conflict between provisions in the appendices attached herein, the provisions set forth in the Contract Terms and Conditions shall control.
3. PAYMENT AND ADDITIONAL SERVICES: If additional services are requested by the County, the vendor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the vendor for such approved additional services shall not exceed the approved amount. The vendor's fees for additional services shall be billed on an hourly basis at vendor's current standard rates.
4. TERM: The Contract Agreement shall be in effect from the date of County Commission approval via a signed resolution for an initial period of one year. Pricing shall remain the same firm, fixed amounts as specified in the RFP for the duration of the contract, unless otherwise stated within the contract agreement. Clay County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. This contract shall automatically renew annually for a period of four (4) times unless either party notifies the other of intent not to renew, modify or alter terms of the RFP. Notification must be in writing within a minimum of 60 days prior to end date of an annual renewal period.
5. TERMINATION: Clay County shall have the right to terminate the contract at any time, for the convenience of Clay County, without penalty or recourse, by giving written notice to the vendor at least thirty (30) calendar days prior to the effective date of such termination. The vendor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination
6. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission. The vendor has previously indicated their approval and agreement to enter into a binding contract agreement by virtue of their signature on the RFP cover page thereby declaring their understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained therein and the Contract Terms and Conditions.

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

Approved:

**COUNTY OF CLAY, MISSOURI
COUNTY COMMISSION**

County Counselor

Commissioner

ATTEST:

Clerk of the County Commission

Vendor Name

Vendor's Initials: _____

**ATTACHMENT 2
SEALED BID LABEL**

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED PROPOSAL RESPONSE ENCLOSED

DELIVER TO:

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

RFP # 31-16 CLOSING DATE: NOVEMBER 3, 2016

RFP's MUST BE RECEIVED BEFORE 2:00 P.M. CENTRAL TIME

DESCRIPTION: VISITOR'S GUIDE

SPECIFY VENDOR NAME: _____

SPECIFY VENDOR'S CITY, STATE LOCATION: _____

Vendor's Initials: _____