

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL

FOR

Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed

RFP #22-24JUN11

Release Date: June 8, 2011

**Submittal Deadline:
June 24, 2011
not later than 1:30 P.m. Central Time**

**Boone County Purchasing
601 E. Walnut Street, Room 209
Columbia, Missouri 65201**

**Tyson Boldan, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: tboldan@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Proposals for the following:

PROPOSAL 22-XXJUN11 – Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed

Sealed proposals will be accepted until **1:30 p.m. on Friday, June 24, 2011** in the Boone County Purchasing Office, Boone County Johnson Building, Room 209, 601 E. Walnut Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be opened shortly after **1:30 p.m. on Friday, June 24, 2011** in Conference Room 213, Boone County Johnson Building, 601 E. Walnut Street, Columbia, MO 65201.

Pre-Bid Conference:

An Optional pre-Bid conference has been scheduled for June, 14 2011 at 1:30 p.m. in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the request for proposal. All offerors are strongly urged to attend.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: tboldan@boonecountymo.org. The Request for Proposal and additional information is also available on our web page at www.showmeboone.com.

Tyson Boldan,
Buyer

Insertion: June 09, 2011
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 p.m. on Friday, June 24, 2011** to:

Boone County Purchasing Department
Tyson Boldan, Buyer
601 E. Walnut Street, Room 209
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 PM, and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and five (5) copies of the proposal (total of six). Proposals will be opened publicly but only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted proposals will be accepted, however, the *No Bid Response Form* may be returned by fax.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

Evaluation of Proposals (Procedure):

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal format required for this RFP.
- b) The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references may be checked for each short-listed Offeror.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

Ambiguity, Conflict, or Other Errors in the RFP:

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Purchasing Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Rejection of Proposals: The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

Acceptance of Proposals: The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

Requests for Clarification of Proposals: Requests by the Purchasing Department for clarification of proposals shall be in writing.

Validity of Proposals: Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

Receipt and Opening of Advertised, Sealed Proposals: The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b. Proposals will be opened and Offeror's names read aloud during the proposal opening in the Boone County Johnson Building, Conference Room 213, **1:30 p.m. on Friday, June 24, 2011**, Central Time located at the following address:
 - Boone County Johnson Building
 - Conference Room 213
 - 601 E. Walnut Street
 - Columbia, Missouri 65201

Withdrawal of Proposals: Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Contract Terms and Conditions:

The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

Deviations: Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

This document constitutes a request for sealed proposals for **Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed**, as set forth herein.

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

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information
 - Attachment A – *No Bid Response Form*
 - Exhibit 1 – Certification Regarding Debarment
 - Instructions for Compliance with House Bill 1549
 - Work Authorization Certification
 - Certification of Individual Bidder
 - Attachment B – *Prior Experience*
 - (Sample) Agreement
 - Standard Contract Terms and Conditions

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing no later than **Monday, June 17, 2011** to allow time to respond in the form of an addendum. All questions must be mailed, faxed or e-mailed to the attention of Tyson Boldan, Buyer.

a. Tyson Boldan, Buyer
601 E. Walnut Street, Room 209
Columbia, Missouri 65201
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: tboldan@boonecountymo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.



3.0 SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified offerors to provide **Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed** for the County.

3.2. Background:

Hinkson Creek is a dynamic stream system, with a drainage area of 90 square miles. The creek runs southwest through agriculture and pasture land, previous mining land, and urban land. The converted Katy Trail system and Flat Branch park recreational areas provide residents with a connection to the creek system. The recent total maximum daily load discussions and excessive precipitation has focused the community's attention on the flooding problems and stream degradation issues in the watershed. Hinkson Creek has been on the 303(d) list since 1998 for unknown toxicity. In January 2011, the Environmental Protection Agency finalized a total maximum daily load that identified the source of the impairment as urban runoff and calculated a reduction in stormwater runoff volume as a surrogate for any pollutants of concern; Infiltration, evaporation, and transpiration are the major transport mechanisms to remove the stormwater volume from the watershed. This project will attempt to quantify some of those mechanisms. The information will be useful for future urban total maximum daily load plans, Columbia and Boone County stormwater management, and engineering site designs.

The goal of the project is to reduce flooding and improve water quality and health of the aquatic life of Hinkson Creek by implementing monitoring retrofit activities identified in the Hinkson Creek Watershed Management Plan. The project will provide information to local citizens, especially the engineering community on the effectiveness of selected stormwater practices by using local examples with quantifiable, repeatable monitoring data, including cost estimates.

A 10- acre Columbia city-owned site that currently does not treat stormwater runoff will be retrofitted with at least six (6) stormwater Best Management Practices including bioretention or bioswales, underground detention, and pervious pavement. Additionally, an actively eroding channel will be stabilized via installation of a three

hundred (300) foot long step-pool storm-conveyance system. Construction will be completed within the first two years of the project.

A large subdivision of two hundred (200) plus homes, build in the 1960's lacks stormwater management. Residents are experiencing problems with erosion from peak flows, flooding, and permanently standing water. To reduce peak flows and flooding, this residential subdivision will be retrofitted with rain gardens/rain barrels, tree plantings, and three (3) community stormwater treatment features over the three (3) year grant period. Monitoring is needed to determine preconstruction flow and runoff rates. Gauging stations will be kept in place throughout the grant to determine if these Best Management Practices have a positive effect on the hydrograph.

3.3. GENERAL SCOPE OF WORK:

3.3.1. Assist Boone County in the creation and implementation of a Quality Assurance Project Plan for Hinkson Creek.

3.3.2 The contractor must provide **Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed** as specified below:

Please note that some of these services are time sensitive. Due to the nature of work entailed in this RFP, Contractor's staff must be able to be onsite within one (1) hour of notification.

3.3.3. SCOPE OF SERVICES

The Consultant shall provide the necessary services, including but not limited to:

1. Assist in developing a project Quality Assurance Project Plan (QAPP) that will be reviewed and approved by the Missouri Department of Natural Resources (DNR) and the U.S. Environmental Protection Agency (EPA). In addition to meeting state and federal requirements, study designs described by the Quality Assurance Project Plan must meet or exceed requirements specified by the International Stormwater Best Management Practice (BMP) database.
 - a) Provide data quality objectives, sampling process designs (experimental design), field sampling requirements, analytical methods, quality control requirements, data management as well as data validation and review procedures.
2. Provide water quality monitoring training to project staff to support successful event-based stormwater monitoring. Provide stormwater and BMP modeling training to project stakeholders.

- a) Staff will include City and County Stormwater managers/engineers/educators and AmeriCorps staff with basic StreamTeam water quality monitoring experience.
 - b) AmeriCorps staff rotates each year, so training will need an annual update. Stakeholders for the BMP modeling training include City and County stormwater managers/engineers and local engineering firms. Two training events are required.
3. Develop a project database to manage, store, and report data generated throughout the project. Database structures must be capable of effectively integrating real-time data transfers and support web cast capabilities.
 - a) Please provide an explanation of services that will be provided.
 4. Provide project quality assurance, technical oversight, and data management services.
 - a) Provide a description of parameters of interest, action levels, summary statistics and acceptable limits on decision errors
 - b) Review sample/data collection procedures, equipment needs, and identification of performance requirements.
 - c) Describe how data will be verified and validated.
 5. Assist with Best Management Practices retrofit performance monitoring.
 - a) Assist in sampling equipment deployment and field validation.
 - b) Assist in parameter selection
 6. Develop a stormwater model(s) for a selected area(s) to assist management decisions. Provide an explanation of services that will be provided.
 7. Provide annual Best Management Practices performance and modeling reports. Provide technical materials to support project stakeholder activities and Section 319 reporting requirements.
 - a) Please provide an explanation of services that will be provided.

3.4 Project Timeline/Milestones:

- 3.4.1 Contractor will be responsible for all Key Milestone objectives listing *Contractor* under the Responsible Party column of the following:

Schedule of Milestones			
		YEAR ONE	3/11 - 2/12
	Key Milestone	Responsible Party	Targeted Completion Date
	BMP Construction		
1	Finalize engineering design		
	Municipal Site	City of Columbia	March, 2011
2	Construct Season 1 Best Management Practice	City of Columbia	
	Step Pool conveyance		August, 2011
	bioswale		August, 2011
	bioretention		August, 2011
3	Install 20 rain barrels/gardens @ SE	MRCN	October, 2011
4	Plant 15 trees	MRCN	October, 2011
	Monitoring		
5	subcontract for Monitoring	Boone County	June, 2011
6	Develop QAPP(s)		
	BMP Performance	Project Mgr & Contractor	July, 2011
	Soil Sampling -		July, 2011
7	Install pre-construction flow gauges	Contractor	July, 2011
8	Install climate stations	Contractor	July, 2011
9	field train sampling crew	Contractor	August, 2011
10	Conduct soil testing	AmeriCorps	October, 2011
11	Provide QA/QC, Technical Assistance	Contractor	Quarterly
12	Provide Annual Monitoring report	Contractor	May, 2012
	Outreach & Stewardship		
13	Train AmeriCorps Members	MRCN, Boone County	March - April
14	Conduct Kickoff meeting City Public Works	City of Columbia	June, 2011
15	Develop PP, and Ed materials		March, 2011
16	Conduct Kickoff Meeting - SE	MRCN, AmeriCorps	June, 2011
	develop outreach materials		March, 2011
17	Conduct 2 workshops - rain barrels/Rain Gardens	AmeriCorps	July, September
	develop outreach materials		
18	Develop Project Website	MRCN, City of Columbia	Ongoing
19	Develop Photo Journal	MRCN, City of Columbia	Ongoing
20	Develop social Networking tools/newsletters	AmeriCorps	Ongoing
21	Conduct trainings for JobPoint Students	City of Columbia	Spring/Fall
	develop curriculum	City of Columbia	
	Grant Administration		
22	Quarterly Committee meetings	Committee Chairs	Quarterly
23	Quarterly Reporting - DNR	Boone County	Quarterly
24	Invoicing - DNR	Boone County	As needed

Schedule of Milestones			
		YEAR TWO	
	Key Milestone	Responsible Party	Targeted Completion Date
BMP Construction			
1	Construct season 2 BMPs -Commercial site Bioswale (3) Rain Gardens Underground detention	City of Columbia	August, 2012
2	Install 20 Rain Gardens in SE	AmeriCorps, Residents	
3	Construct 2 Community SW features in SE	AmeriCorps, Residents	Summer 2012
4	Plant 35 Trees in SE	AmeriCorps, Residents	Fall 2012
Monitoring			
5	Conduct precipitation event sampling	Contractor	30/yr
6	Install post-construction monitoring sites Commercial Building Rain Gardens	Contractor	April 1, 2012
7	Provide QA/QC, Technical Assistance	Contractor	Quarterly
8	Conduct BMP Modeling Training for Engineers	Contractor	Fall 2012
9	Conduct annual training for field staff	Contractor	Fall 2012
10	Provide Annual Monitoring report	Contractor	May, 2012
Outreach & Stewardship			
11	Train New AmeriCorps, evaluate progress	MRCN, Boone County	March, 2012
12	Conduct 2 workshops Soils and Soil testing Tree Plantings and proper pruning develop outreach materials	AmeriCorps AmeriCorps, NRCS, MAPPS AmeriCorps, MDC, TreeKeepers	May, September
13	Update Project Website	MRCN, City of Columbia	ongoing
14	Update Photo Journal	MRCN, City of Columbia	ongoing
15	Update Social Networking tools/newsletters	AmeriCorps	ongoing
16	Conduct trainings for City Construction/Parks	City of Columbia, Parks and Rec	January, 2012
17	Installation and Maintenance of SW BMPs develop curriculum	City of Columbia	
18	Conduct Engineer Workshop/tour	Boone County, MSPE	Fall 2012
Grant Administration			
19	Develop Maintenance Agreements (SE)	Boone County	Spring 2012
20	Quarterly Committee meetings	Committee Chairs	Quarterly
21	Quarterly Reporting - DNR	Boone County	Quarterly
22	Invoicing - DNR	Boone County	as needed
Schedule of Milestones			

		YEAR THREE	3/13 - 2/14
Key Milestone		Responsible Party	Targeted Completion Date
BMP Construction			
1	Install 20 Rain Gardens/barrels in SE	AmeriCorps, Residents	Spring/Fall 2013
2	Construct 1 Community SW features in SE	AmeriCorps, Residents	Summer 2013
3	Plant 35 Trees in SE	AmeriCorps, Residents	Fall 2013
4	Develop Design Specifications - rain gardens	City of Columbia	Spring 2014
Monitoring			
5	Conduct precipitation event sampling	Contractor	30/yr
6	Conduct BMP Modeling Training for Engineers	Contractor	Jan-14
	Stormwater Model development		
	Provide QA/QC, Technical Assistance	Contractor	Quarterly
7	Provide Annual Monitoring report	Contractor	February, 2014
8	Prepare final monitoring reports	Contractor	October-December
9	Prepare runoff and precipitation data	Contractor	October-December
Outreach & Stewardship			
10	Train New AmeriCorps, evaluate progress	MRCN, Boone County	March, 2013
11	Conduct 2 workshops	AmeriCorps	May, September
	Native Plants	AmeriCorps, CARP	
	Stream physics and buffers	AmeriCorps, City of Columbia	
	develop outreach materials		
12	Update Project Website	MRCN, City of Columbia	Ongoing
13	finalize Photo Journal	MRCN, City of Columbia	ongoing
14	Update Social Networking tools/newsletters	AmeriCorps	ongoing
15	Conduct trainings for Job Point Students	City of Columbia, Parks and Rec	Fall 2013
16	Installation and Maintenance of SW BMPs		
	update curriculum	City of Columbia	
Grant Administration			
17	Quarterly Committee meetings	Committee Chairs	Quarterly
18	Quarterly Reporting - DNR	Boone County	Quarterly
19	Invoicing - DNR	Boone County	Quarterly
20	Compile final products	All Committee Chairs	February, 2014
21	Prepare Final report - DNR	Boone County	February, 2014

3.5 Proposal Submission Requirements:

- 3.5.1 The offeror must respond to each requirement listed under section 3.3.3. Scope of Services. The offeror must provide a detailed description of the proposed work and the ability of the firm to meet each specified service. Each section should have a breakdown of the number work hours anticipated that includes cost.
- 3.5.2. Give a thorough explanation of experience in developing a Level 2 (or greater) QAPP that has been reviewed and approved by DNR and the EPA.
- 3.5.3. Give thorough explanations of experience and history of providing national stormwater BMP monitoring and modeling.
- 3.5.4. The offeror may be contacted to provide a demonstration of the proposed solutions during the evaluation process. Such demonstration shall be provided free of charge.
- 3.5.5. A thorough listing of any equipment and supplies that offeror anticipates would be used in the project, describing what equipment the offeror already owns and what additional equipment may need to be purchased to effectuate the contemplated monitoring. (Note -- it is anticipated that the County would purchase any necessary equipment not already owned by offeror, upon offeror's recommendation, and any such equipment purchased would remain County property. The procurement of supplies may be purchased by the County as well.)

3.6 Contractor Requirements:

3.6.1 Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

3.6.1.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

3.6.1.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply

3.6.1.3. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

3.6.1.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

3.6.2. Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with

providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

3.6.3 In performing all services under the resulting contract agreement, the Contractor shall comply with all local, state and federal laws and requirements including but not limited to those requirements stated below in section 3.6.4.

3.6.4. **Additional Requirements.** Due to the requirements imposed by the Missouri Department of Natural Resources (DNR) and the federal government as a source of funding for this project, certain additional contract terms are applicable to this procurement. All DNR-required and federal-required clauses are incorporated herein by reference, and any questions regarding the applicability of said clauses should be directed to the Purchasing Department prior to the RFP response date. Those clauses include, but are not limited to, the following:

Nonappropriation -

Obligations herein which require the payment of fund by the County are contingent upon there being a sufficient, unencumbered fund balance appropriated for that purpose. This appropriation may be contingent on funds for the grant funding a portion of the project being appropriated and made available by the Missouri General Assembly for each fiscal year included within the project, as well as being awarded by the federal or state agency supporting the project. Therefore, this contract shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted.

Suspension and Debarment –

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by Boone County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Boone County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Management Fees –

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the

direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent the authorized as a direct cost of carrying out the scope of work.

Civil Rights –

The following laws and regulations relating to nondiscrimination are hereby expressly made applicable to this contract, any violation of which shall constitute sufficient basis for a “for cause” termination of the contract without any liability to the County:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII the Civil Rights Act of 1964 found at 42 U.S.C. § 2000(e) et seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability;
9. The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.

Environmental Laws –

The following laws and regulations relating to environmental protection are hereby expressly made applicable to this contract, any violation of which shall constitute sufficient basis for a “for cause” termination of the contract without any liability to the County:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq. as amended, relating to the preservation of historic landmarks.
5. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.

6. The Missouri Hazardous Waste Management Law, Sections 260.350 to 260.430, RSMo.
7. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
8. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

Other Applicable Laws –

The following laws and regulations are additionally expressly made applicable to this contract, any violation of which shall constitute sufficient basis for a “for cause” termination of the contract without any liability to the County:

1. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
2. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
3. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
4. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires the County in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
5. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
6. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
7. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
8. Copeland “Anti-Kickback” Act, 18 U.S.C. § 874 et seq.

Access to Records –

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide Boone County, the federal awarding agencies, the Comptroller General of the United States, Missouri Department of Natural Resources or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same

until the County, the federal awarding agency, the Comptroller General, Missouri Department of Natural Resources or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Federal Changes -

Contractor shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between County and Missouri Department of Natural Resources, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Obligation by the State or Federal Government –

(1) Boone County and Contractor acknowledge and agree that, notwithstanding any concurrence by the State of Missouri or the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the State of Missouri or the Federal Government, the State of Missouri and the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Boone County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract.

Program Fraud and False or Fraudulent Statements or Related Acts –

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the awarding federal agency assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by awarding federal agency under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination Clauses –

(1) Termination for Convenience: Boone County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Boone County to be paid the Contractor. If the Contractor has any property in its possession belonging to Boone County, the Contractor will account for the same, and dispose of it in the manner Boone County directs.

(2) Termination for Default: If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Boone County may terminate this contract for default. Boone County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Boone County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Boone County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Boone County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Boone County, acts of another Contractor in the performance of a contract with Boone County, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the Boone County in writing of the causes of delay. If in the judgment of Boone County, the delay is excusable, the time for completing the work shall be extended. The judgment of the Boone County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Boone County.

Disadvantaged Business Enterprises -

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the

performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Boone County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Boone County. In addition, the is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Boone County and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify Boone County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Boone County.

Clean Air Clean Water and Environmental Protection –

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Complete *Appendix A – Certification Regarding Lobbying* and return with bid response.

APPENDIX A, 40 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure of failure.]

The Contractor _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and five (5) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Tyson Boldan, Buyer
601 E. Walnut Street, Room 209
Columbia, MO 65201

b. The proposal response must be delivered no later than **1:30 p.m. on Friday, June 24, 2011**. Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: 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 buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record 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 contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County 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:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.1.2.3. 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.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, 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:

a. Method of Performance

b. Experience/Expertise

c. Cost

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition,

the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

- 4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 4.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Attachment B to this RFP or in a similar manner):
 - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.

- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.1.5. Proposal Inclusions:

- 4.1.5.1. The Proposal should include a summary of the team’s history and structure; relevant experience including a description of at least two projects completed of similar scope; qualifications of key team members that would be directly involved with the project; and any supporting information that would further convey the team’s qualifications for this project assignment.

Firms wishing to submit a proposal must be:

- 1) Duly authorized to conduct business in the State of Missouri.
- 2) Professionally registered in the State of Missouri.
- 3) Able to commit adequate staff to meet the desired time frames.

4.1.5.2. Employment of Unauthorized Aliens Prohibited

Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

- 4.1.5.3. As a condition for the award of this contract, the Contractor 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. The contractor 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. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

- 4.1.5.4. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor

to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States

Interested firms should submit one (1) Original and five (5) copies of their written proposal and qualifications to:

Tyson Boldan,
Buyer
601 East Walnuts, Room 209
Columbia, Missouri, 65201

1:30 p.m. on Friday, June 24, 2011

Proposals should include:

- 1) Business Information – Basic biographical information about the firm, including firm name and former firm names, address, date established, statement of business organization, names of all owners, principles, partners, and professional employees. This section should also detail the firm's proximity to and familiarity with the project area.
- 2) Staff Information – Resumes of each professional on the project team, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary staff with job descriptions or titles and relevant experience available for assignment. This section should detail the capacity and specialized experience of the firm to perform the work required within the time limits established and a discussion of how Boone County would benefit from your firm being selected to complete the work. This section should also name a designated project engineer/contact person for this project.
- 3) Registration and Licensing – Evidence of professional registration and licensing with the State of Missouri and, in the case of business entities which must be registered with the Secretary of State, current copies of registration and statements of good standing.
- 4) Work History – A listing of all government agencies for which work was performed within the preceding two years and nature of services. In the event the Consultant has not performed professional services for governmental entities, then the Consultant shall provide a listing of institutional or business clients for whom work has been performed in the preceding two years. If the references are unavailable, then the Consultant shall provide a detailed explanation of why references are not available. A separate list of references should also be included.
- 5) Insurance – Evidence of insurance coverages and amounts carried by the Consultant as required by the general qualifications for County Consultants.

- 6) Project Listing – A listing of completed and pending projects in which the Consultant was or is the primary provider of professional services or manager of the project.
- 7) Subconsultants – A listing of subconsultants retained by the Consultant to perform work not customarily performed by the Consultant. Relevant descriptions of expertise of subconsultants should be included when appropriate.
- 8) Quality Controls – A description of internal quality control and assurance procedures used to verify accuracy and reliability of work product.
- 9) Approach and Schedule – A description of the approach the firm will take to complete the work, including an estimate of the total time needed for the firm to complete the work.

4.1.6. See also, section 3.5 Proposal Submission Requirements: Located on page (14 of this RFP).



“No Bid” Response Form

ATTACHMENT A

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A PROPOSAL RESPONSE**

If you do not wish to respond to this proposal request, but would like to remain on the Boone County vendor list **for this service**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Proposal: 22-24JUN11 – Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

EXHIBIT 1
(Please complete and return with Bid)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, 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 department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Tyson Boldan

Buyer



Boone County Purchasing
601 E. Walnut, Room 209

Columbia, MO 65201

Phone: (573) 886-4392

Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



ATTACHMENT B

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

(SAMPLE) AGREEMENT FOR

Hinkson Creek Consulting and Stormwater Monitoring

THIS AGREEMENT dated the _____ day of _____ 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **XXXXXXX** herein “Contractor.”

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Agreement for **Hinkson Creek Consulting and Stormwater Monitoring**, County of Boone Request for Proposal number **XXXXXX** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the unexecuted Response Page, addendum #1, Question and Clarification Form #1, Contractor’s proposal response dated **XXXXXX**, Question and Clarification Response dated **XXXXXX**, and the Best and Final Offer Response dated **XXXXXX**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Contract, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Pricing Page and the Best and Final Offer, shall prevail and control over the Contractor’s proposal, Question and Clarification and Best and Final Offer responses.

2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County services and deliverables in the bid specifications and as outlined in the Question and Clarification response and the Best and Final Offer #1 response.

3. **Contract Duration** – This Contract shall commence on the day of award and the services and deliverables under this agreement shall be provided in a prompt and timely fashion and in accordance with the Target Dates for Milestones located in section 3.4.1. of the Proposal Response with a not to exceed time limit of one thousand (1,000) days after Contractor is given authority to proceed through the various phases as set out herein.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Planning and Building Department. Contractor shall submit invoices that are progressive billings at the conclusion of each milestone identified in the Contractor’s Best and Final Offer Response dated **XXXXXX**. The County agrees to pay all correct invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor’s response to the proposal specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or

c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

XXXXXX

BOONE COUNTY, MISSOURI

By: _____

By: Boone County Commission

Title: _____

Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

XXXX/XXXX \$XXXXXX

Signature

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also

reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.