



IFB/RFP Submittal Instructions

1. Questions

- Questions and issues necessitating requirement changes or clarifications will result in an addendum to the IFB/RFP. As a result, questions and issues will not be answered with a direct response to the inquiring vendor.
- Bidders/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 IFB/RFP to the Purchasing Specialist of record indicated on the first page of the IFB/RFP. Bidders/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.
- Questions shall be submitted via email to the address of the Purchasing Specialist of record as listed on the first page of the IFB/RFP.
- It shall be the responsibility of the Bidder/Offeror to ask questions, request changes or clarification, or otherwise advise the DP&CS of any language, specifications, or requirements that appear ambiguous, contradictory, arbitrary, and/or inadvertently restrict or limit the requirements stated in the IFB/RFP.
- Every attempt shall be made to ensure that the bidder/offeror receives an adequate and prompt response. In order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an addendum to the IFB/RFP, of any relevant or pertinent information related to the IFB/RFP.
- All questions must be submitted prior to ten (10) calendar days of due date of the IFB/RFP. Any questions received within ten (10) calendars of closing may not be answered.

2. General Requirements

- The DP&CS shall have the right to officially amend or cancel and IFB/RFP after issuance. It shall be the sole responsibility of the bidder/offeror to monitor the Clay County Current Bidding Opportunities website to obtain a copy of any addendums related to the IFB/RFP.
<https://www.claycountymo.gov/bids/current>
- Unless otherwise specifically stated in the IFB/RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- Unless otherwise specifically stated in the IFB/RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto.

Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- Bids or Proposals lacking any indication to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB/RFP.
- All equipment and supplies offered in the IFB/RFP must be new, of current production, and available for marketing by the manufacturer unless the IFB/RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- Prices shall include all packing, handling, and shipping charges FOB destination, freight prepaid, and allowed unless otherwise specified in the IFB/RFP.

3. Preparation and Submission of Bids/Proposals

- In order to provide optimal readability of their bid by evaluators, bidders are strongly encouraged to organize their bid in **Tabbed Sections** as indicated below. Bids/Proposals should be well organized, straight forward, and easy to view.
- Tabbed Sections should be as follows:
 - **Tab 1:** Signed IFB/RFP cover page and any Addendum cover pages
 - **Tab 2:** Table of Contents
 - **Tab 3:** Transmittal Letter/Executive Summary
 - **Tab 4:** Complete copy of IFB/RFP with vendor initials on each page
 - **Tab 5:** Exhibit A: Pricing Pages
 - **Tab 6:** Exhibit B: Experience and Expertise
 - **Tab 7:** Exhibit C: Project Approach **(RFP ONLY)**
Exhibit C: Domestic Product Certification (Buy American) – if applicable **(IFB ONLY)**
 - **Tab 8:** Exhibit D: Domestic Product Certification (Buy American) – if applicable **(RFP ONLY)**
Exhibit D: Miscellaneous Information **(IFB ONLY)**
 - **Tab 9:** Exhibit E: Miscellaneous Information **(RFP ONLY)**

4. Completeness of Bid/Proposal

- It is highly desirable that that the bidder/offeror respond in a complete, but concise manner. The County is under no obligation to solicit additional information from the bidder/offeror if it is not included in their response. The bidder/offerors' failure to submit information may cause an adverse impact on the evaluation of the bid/proposal.
- Information not relevant to the requirements should be excluded from the bid/proposal.
- It is highly recommended that bidders/offerors respond to each item or paragraph of the IFB/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.
- Bidders/Offerors **must** examine the entire IFB/RFP carefully. Failure to do so shall be at the risk of the bidder/offeror.

- All bid/proposal documents must be submitted in full (all pages of the IFB/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 bid/proposal must be signed in ink by an authorized representative of the bidder/offeror.
- **The bidder/offeror shall initial all pages where the document denotes “Vendors Initials ___”.** Any bids/proposals not complying with this condition may be considered non-responsive and rejected.
- The contents of the awarded bid/proposal shall include all bid/proposal documents and shall become part of any agreement award as a result of this solicitation.

5. Bid/Proposal Copies

- Unless otherwise stated on the IFB, all submitted bids shall include one (1) original document.
- Unless otherwise stated on the RFP, all submitted proposals shall include an original document, plus four (4) copies for a total of five (5) hard copy documents.
- The bidder/offeror should ensure all copies are identical to the original. In the event of any discrepancies, the document marked original shall govern.
- The front cover of the original hard copy should be labeled “**Original**” and the front cover of all copies should be labeled “**Copy**”.

6. Confidentiality of Bid/Proposal Information and Delivery Submission

- Each bid/proposal should be submitted in or under cover of a sealed envelope or package to provide confidentiality of the information enclosed. The outside of the envelope or package should be clearly marked with IFB/RFP number and the name of the project as well as the due date listed. Refer to Attachment 1 of the IFB/RFP package for a sealed bid/proposal label to adhere to submitted envelope or package or refer to Section 7 below for additional mailing instructions.
- All bids/proposals submitted shall become the property of Clay County and a matter of public record.
- All **bids** will remain confidential until the bid opening. At the bid opening, the bidder’s name, company location, and pricing shall be disclosed.
- All **proposals** and supporting documents will remain confidential until a final agreement has been executed. At the proposal opening, the offeror’s name and company location shall be recorded.
- As it pertains to **IFBs**: **The bidder shall not submit the entire bid as proprietary or confidential.** The bidder may submit a part of the bid 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 bidder’s bid allowed by the statute **must** be separated, sealed, and clearly marked as confidential within the bidder’s bid. Also, the bidder 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 bid 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.

- As it pertains to **RFPs**: Pursuant to Section RSMo 610.021, the 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.
- The bidder/offeror must allow sufficient time for processing through the County's internal mailroom system. Electronic or faxed bids/proposals shall not be accepted unless authorized by the IFB/RFP.

7. Mailing Instructions

- A "SEALED BID LABEL" is provided in Attachment 1 of the IFB/RFP which should be affixed to the outside of the envelope or package, even if it is a "NO BID" response. Failure to affix this label may result in the response being opened in error or not being routed to the proper location for consideration. No bid or proposal shall be accepted after the due date and time specified on the cover page of the IFB/RFP. Late responses shall be marked "LATE" and not opened nor given consideration for potential contract award. IT SHALL BE THE BIDDER/OFFEROR'S RESPONSIBILITY TO ENSURE THAT EACH RESPONSE HAS BEEN RECEIVED IN A TIMELY MANNER.
- Faxed or emailed responses **shall not** be accepted, unless otherwise specified in the IFB/RFP. However, faxed or emailed "NO BID" responses shall be accepted.

8. Compliance with Requirements, Terms, and Conditions

- Bidders and Offerors are cautioned that Clay County shall not award a non-compliant bid or proposal. Consequently, any bidder or offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions, or provisions of the IFB/RFP shall be eliminated from further consideration for award unless the County exercises its sole option to competitively negotiate the respective bid/proposal and the bidder/offeror resolves the non-compliant issues.
- The bidder/offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure documents do not contain terms and conditions which conflict with those of the IFB/RFP contractual requirements and/or those located on the Clay County website: <HTTPS://WWW.CLAYCOUNTYMO.GOV/TERMSANDCONDITIONS>
- In order to ensure compliance with the IFB/RFP, the bidder/offeror should indicate agreement that, in the event of a conflict between any of the responses and IFB/RFP

requirements, terms and conditions, the IFB/RFP shall govern. Taking exception to the County's terms and conditions may render a bid or proposal unacceptable and remove it from consideration for award.

- Bidders and Offerors shall sign the Contractual Terms and Conditions Acknowledgement Form located in the IFB/RFP in order to constitute acceptance by the bidder/offeror of all IFB/RFP terms and conditions. Failure to do so may result in rejection of the bid or proposal unless full compliance with those documents is indicated elsewhere within the response.

9. Response Modifications / Withdrawals

- A bid or 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 bidder/offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone requests to modify shall not be granted.
- A bid or 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, email, or fax which has been received by DP&CS prior to the official opening date and time specified. A bid or proposal may be withdrawn in person by the bidder or offeror or its authorized representative provided proper identification is presented before the official opening date and time. Telephone requests to withdrawal shall not be granted.
 - As it pertains specifically to RFPs, 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 cause irreparable harm to the offeror.

10. Debarment (APPLICABLE ONLY IF FEDERAL FUNDS ARE INVOLVED)

- By submission of response to IFB/RFP, the vendor shall hereby certify that neither it nor its principles 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 bid/proposal response.

11. Bid and Proposal Openings

- Bid and Proposal openings are public on the opening date and at the opening time specified on the IFB/RFP document. For IFBs, at the open date and time, all bids received will be formally opened. The names, location (City, State) of the bidders, and the bid response pricing shall be read at the bid opening. The contents of the bid responses shall be disclosed at this time. For RFPs, at the open date and time, all proposals received will be formally opened. The names and location (City, State) of the offerors shall

be read at the opening. No decisions relating to the award of a contract for either IFBs or RFPs shall be made at this time.

- Under extraordinary circumstances, the Purchasing Specialist or designee may authorize the opening of a late bid or proposal. In such cases, the bid or 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 as listed on the IFB/RFP. All such decisions are at the sole discretion of the Purchasing Specialist or designee.
- The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:
 - County offices were closed due to inclement weather conditions.
 - Postal or courier services were delayed due to labor strikes or unforeseen “Acts of God”
 - Postal or courier service did not meet delivery time promised to the bidder/offeror. In such a case, the bidder/offeror must provide written proof that promised delivery time was prior to the time set for the opening of responses.³

12. Bid / Proposal Expiration

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

13. Preferences

- In the evaluation of bids and 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.
- 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.

14. Domestic Products (Buy American) **NOT APPLICABLE TO SOFTWARE OR SERVICES**

- 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 bidder should complete applicable portions the Domestic Products (Buy American) form. (Exhibit C for IFBs and Exhibit D for RFPs)

15. Affidavit of Work Authorization and Documentation (APPLICABLE IF CONTRACT VALUE FOR SERVICES EXCEEDS \$5,000.00)

- The contractor who meets the section 285.525, RSMo (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), definition of a business entity must understand and agree that it is a mandatory requirement for the contractor to be enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with Clay County for the duration of the contract(s), if awarded in accordance with subsection 2 of Section 285.530, RSMo. The contractor also affirms that the contractor does not and will not knowingly employ a person who is an undocumented or unauthorized immigrant worker in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded. By signing the bid solicitation cover page, the contractor shall be affirming thereof, the facts stated above are true and correct. *The contractor understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo. At any time during the contract, the County shall have the right to request proof of enrollment in the E-Verify federal work authorization program and the contractor shall comply with such requests.*

NOTE: E-Verify Documentation proof shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division.

16. Occupational Safety and Health Administration (OSHA) Requirements (APPLICABLE ONLY IF CONTRACT INVOLVES CONSTRUCTION OR PUBLIC WORK SERVICES)

- Effective August 28, 2009; per RSMo 292.675
 - a. For any construction of public works, contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees that includes a course in construction safety and health approved by OSHA. **All employees are required to complete the program within sixty (60) days of beginning work on such construction projects.**
 - b. Any employee found on a worksite subject to this section without documentation of the successful completion of the course required shall be afforded twenty (20) days to produce such documentation before subject to removal from the project.
 - c. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
 - d. If the above requirements are not adhered to, all sums and amounts due and owing as a result of any violation of the fore-mentioned shall be withheld from payment.
 - e. Any and all other applicable aspects of the Revised Statutes of Missouri shall be strictly adhered to.

17. Sample Agreement

The County has included with this IFB a sample agreement for the services requested. This sample is provided for illustrative purposes only. The County shall have the right to submit an agreement which differs from the following example.

RESOLUTION/AGREEMENT #2016-XXX

IFB No. [redacted]

This AGREEMENT, made and entered into this DATE day of MONTH 20__, by and between Clay County, Missouri, hereinafter referred to as "County," and XYZ Company, a corporation in the State of STATE, 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, Invitation to Bid for Term and Supply Contracts 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 services.

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

The County employs vendor to provide the services hereinafter set forth.

1. PRODUCTS AND/OR SERVICES: The contractor 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. Contractor 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 Invitation For Bid No. [redacted] (hereinafter "IFB"); the Contractor's Response to the IFB, ("Bid"), which includes (specify any clarification documentation such as emails, letters, BAFO responses, etc that is incorporated as part of the vendor's bid response); 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 Contract Terms and Conditions shall control.
2. PAYMENT AND ADDITIONAL SERVICES: If additional services are requested by the County, the contractor 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 contractor for such approved additional services shall not exceed the approved amount. The contractor's fees for additional services shall be billed on an hourly basis at contractor's current standard rates as specified in Exhibit A of the contract agreement.
3. TERM: The Contract Agreement's initial contract period shall be from MONTH, DAY, YEAR to MONTH, DAY, YEAR. Pricing shall remain the same firm, fixed amounts as specified in APPENDIX A for the duration of the contract, unless otherwise stated within the contract agreement. [INSERT RENEWAL TEXT FROM REP'S CONTRACT SECTION]
4. 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 IFB 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 and the Contract Terms and Conditions.

WITNESS WHEREOF, the Clay County represent that the signatories below have full authority and authorization to sign on behalf of the Clay County and hereby accept the bid response from (insert awarded vendor's name) of (insert Vendor's city, state).

Approved:

COUNTY OF CLAY, MISSOURI
COUNTY COMMISSION

County Counselor

Presiding Commissioner

ATTEST:

Clerk of the County Commission