1. **Introduction**

This document constitutes a request for competitive, sealed bids for the procurement, construction, erection, and installation of an 80 foot by 140 – foot Public Health building constructed on the Randolph County Complex grounds, located at 372 HWY JJ, Huntsville, Missouri 65259.

* 1. The Randolph County Commissioners are accepting responses to this RFP until January 18, 2022, at 12:00 noon. The county will not accept electronic transmission of proposals. Responses should be hand delivered or received by mail by 12:00 (Noon) January 18, 2022. Responses should be addressed to: Randolph County Covid-19 Public Health Services Project RFP, c/o Randolph County Commissioner’s Office, 372 HWY JJ, Ste.2C, Huntsville, MO 65259.

1. **Background and General Requirements**
   1. Randolph County (referred to as “the County”) is currently seeking to purchase an 80’x140’, metal SIPS, single story, turn-key complete building that will enable the county to provide services in a safe and prudent manner during this pandemic and with future health and safety programs. Additionally, the county is faced with Jury selection that often requires over 100 individuals to be called and assembled for jury selection. We have no facility today that will service 100 individuals being social distanced by 6 ft anywhere close to our courtroom facilities. Our Health department needs a building on the Western side of the county that can be used for education to the public, for related safety and health programs, as well as to facilitate a vaccination center. This building should also serve as a Public Health Relief facility where it will serve as a temporary hospital or temporary living quarters in the event of a disaster.

The Construction consists of three phases. Phase 1 is the construction of a concrete foundation and floor. Phase 2 is the erection of an 80’x140’ prefabricated SIPS metal building. Phase 3 is the hookup and installation of all plumbing, electrical, and HVAC. Construction can start within 1 week following award. The project must be completed for a firm fixed price, turn-key all-inclusive, deliverable on or before October 21, 2023.

* 1. Proposal Conference:
     1. As part of this RFP, a tour of the current anticipated location for this building will be conducted on December 22, 2021, from 10:00 am till 12:00 noon. This is the only opportunity for vendors to tour this site and ask specific questions about these facilities. If you plan to attend, please contact the Randolph County Commissioner’s office at 844-277-6555 ex 340 on or before 12:00 (noon) December 22, 2021. Attendees of this Proposal Conference will receive 15 RFP award points.
     2. All potential vendors are encouraged to participate in this Proposal Conference as it will be used as a forum for questions, communications, and discussions regarding this RFP. The vendor should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP. Vendors should bring a copy of the RFP. Formal minutes of this proposal conference will not be maintained. Attendees’ identification will be recorded, but not released to the public until after an award is made.
     3. Proposal Conference Special Accommodations

Vendors are strongly encouraged to advise the Randolph County Commissioner’s office within five (5) working days of the scheduled proposal conference of any special accommodations needed for personnel who will be attending the conference so that these accommodations can be made.

* 1. RFP Questions
     1. Questions and issues relating to the RFP must be directed to the Randolph County Commissioner’s Office. It is preferred that questions be e-mailed to [Ginger.Tipton@Randolphcounty-mo.gov](mailto:Ginger.Tipton@Randolphcounty-mo.gov) and all questions should include an RFP paragraph or section reference.
     2. Questions intended to be discussed at the proposal conference should be submitted at least two (2) business days prior to the conference so that an accurate and complete response may be provided at the conference.
     3. Questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. In response to questions/issues that, at the sole discretion of the commissioners, do not necessitate requirement changes or clarifications, the commissioners may only respond to the asking party.
     4. All questions and issues should be submitted no later than ten (10) calendar days prior to the due date of the proposal. If not received prior to ten days before the proposal due date, the Commissioners may not be able to fully research and consider the respective questions or issues.
     5. Vendors 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 Randolph County Commissioners. Vendors and their agents may not contact any other county employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for exclusion from this procurement.

1. **Background**

This RFP is for a fixed cost, complete turnkey, prefabricated

Sips metal building solution.

**Contractor Requirements**

1. Proposal must be firm fixed turn-key solution pricing.
   1. Phase 2 Requirements

* Pre-engineered SIPS metal building:
* Ridge Cap: Charcoal - G100 Roof Steel: Brite White - G100 Soffit: Charcoal - G100 Wall Steel Corner: Charcoal - G100 Porch Header: Charcoal - G100 Porch Column Cover: Charcoal - G100 Gable Rake: Charcoal - G100 Fascia: Charcoal - G100 Wall Steel: Light Gray - G100 Door / Window Trim: Charcoal - G100 Porch Ceiling: Brite White - G100
* 2018 IBC Code
* Risk Category = II
* Wind Exposure + C
* Pg (Ground Snow Load, psf) = 20
* Design Wind Speeds: Vult = 108, Vasds+84
* Wind Load Design Based on 2018 IBC Fig. 1609 (1) (3 se3c gust).
* BUILDING:
* Light Gray – G10029 Ga. Steel Screw Fastened on with #10x1-1/2” painted screws on Top Sidewall
* Light Gray – G10029 Ga. Steel Screw Fastened on with #10x1-1/2” painted screws on Bottom Sidewall
* Light Gray – G10029 Ga. Steel Screw Fastened on with #10x1-1/2” painted screws on Right Endwall
* Light Gray – G10029 Ga. Steel Screw Fastened on with #10x1-1/2” painted screws on Left Endwall.
* House-wrap provided on exterior walls of building
* Height of Sidewalls 16” floor to ceiling height.
* R26 (2x6) SIP’s insulation package.
* ¾” OSB – interior
* 5-5/8” 1.0 lbs. Density Expanded Polystyrene Core
* 1/16” OSB Exterior
* Left Wall: Vertical wire chases to be supplied in panels @ 4' o.c. Left Wall Wire Chases 75 no. of panels with one horizontal wire chase at 3' 8" 75 no. of panels with one horizontal wire chase at 1' 4" Note: panel skins may have exposed joints in substrate Double SPF #2 or better 2x4 splines 4' o.c. SPF #2 or better 2x6 single top plate Wall to have double sill plate, 1st ripped to width of panel, fastened w/ WS3 screws Top Sidewall Stem height 0' 0" Bottom Sidewall Stem height 0' 0" Right Endwall Stem height 0' 0" Left Endwall Stem height 0' 0" Roof System 4' 0" o.c. trusses with 20-5-5 lb. roof loading, 3/12 roof pitch with 0/12 bottom chord pitch SPF #2 or better 2"x4" continuous roof purlins flat on top. Max spacing 24” O.C. SPF #2 or better 2x4 continuous lateral & diagonal bracing as required SPF #2 or better 2x4 bottom chord bracing 12" Eave overhang with continuous pre-cut steel vented soffit No Left endwall rake extension No Right endwall rake extension 1, Pcs. 7/16" OSB attic draftstops 2, Pcs. Attic access Continuous vented ridge system with Uni-Vent vented closure under ridgecap Angle trim provided along sidewall/fascia to accept future gutter Brite White - G100 29 Ga. steel Screw fastened on with #10 x 1-1/2'' painted screws Seams stitch screwed as needed by design EPS Pattern 3/4" major ribs 9" o.c.; (2) smaller ribs between Ridgecap, rake and corner trim, angle trim, and post trim 2 Piece Roof Steel with Butyl tape on the end laps Standard ridge cap Interior 70' 0" LF of 30 Ga G60 - Brite White full height of wall 70' 0" LF of 30 Ga G60 - Brite White full height of wall 80' 0" LF of 30 Ga G60 - Brite White full height of wall 80' 0" LF of 30 Ga G60 - Brite White full height of wall Interior liner quality steel screw fastened on with #10 x 1" nichrome plated roof screws with neoprene washer EPS pattern; 3/4" tall major ribs 9" o.c.; (2) smaller ribs between
* Wall to Include Light Gray - G100 29 Ga. steel screw fastened on with #10 x 1-1/2'' painted screws on Top Sidewall Light Gray - G100 29 Ga. steel screw fastened on with #10 x 1-1/2'' painted screws on Bottom Sidewall Light Gray - G100 29 Ga. steel screw fastened on with #10 x 1-1/2'' painted screws on Right Endwall Light Gray - G100 29 Ga. steel screw fastened on with #10 x 1-1/2'' painted screws on Left Endwall EPS Pattern 3/4" major ribs 9" o.c.; (2) smaller ribs between House-wrap provided on exterior walls of building 13' 11" Tall floor to ceiling height at sidewall R26 (2x6) SIP's wall package Panel make-up to consist of: Page 3 of 11 3/4" OSB - Interior 5-5/8" 1.0 lbs. Density expanded polystyrene core 7/16" OSB - Exterior Left Wall: Vertical wire chases to be supplied in panels @ 4' o.c. Left Wall Wire Chases 75 no. of panels with one horizontal wire chase at 3' 8" 75 no. of panels with one horizontal wire chase at 1' 4" Note: panel skins may have exposed joints in substrate Double SPF #2 or better 2x4 splines 4' o.c. SPF #2 or better 2x6 single top plate Wall to have double sill plate, 1st ripped to width of panel, fastened w/ WS3 screws Top Sidewall Stem height 0' 0" Bottom Sidewall Stem height 0' 0" Right Endwall Stem height 0' 0" Left Endwall Stem height 0' 0" Roof System 4' 0" o.c. trusses with 20-5-5 lb. roof loading, 3/12 roof pitch with 0/12 bottom chord pitch SPF #2 or better 2"x4" continuous roof purlins flat on top. Max spacing 24” O.C. SPF #2 or better 2x4 continuous lateral & diagonal bracing as required SPF #2 or better 2x4 bottom chord bracing 12" Eave overhang with continuous pre-cut steel vented soffit No Left endwall rake extension No Right endwall rake extension 1, Pcs. 7/16" OSB attic draftstops 2, Pcs. 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Yes, End Hipped? No - Width: 8' 0" Height: 8' 0" Doors / Windows (3) pcs - Plyco 92 Series 6'-0"x6'-8" walk door, White, Drawing Label: 100 Lite: 22x36 Insulated 9-Lite w/ Crossbuck Lockset: Advantage Keyed Entry Chrome Lever Deadbolt: Advantage Stainless Deadbolt (3) pcs - Gerkin 36"x36" Series 6022 Vinyl, Low E Glass, White, Horizontal Slider, Drawing Label: 10 Building 2 - 80' 0"x70' 0"x13' 11" Solid Core Wall to Include Light Gray - G100 29 Ga. steel screw fastened on with #10 x 1-1/2'' painted screws on Right Endwall Light Gray - G100 29 Ga. steel screw fastened on with #10 x 1-1/2'' painted screws on Top Sidewall Light Gray - G100 29 Ga. steel screw fastened on with #10 x 1-1/2'' painted screws on Left Endwall Light Gray - G100 29 Ga. steel screw fastened on with #10 x 1-1/2'' painted screws on Bottom Sidewall EPS Pattern 3/4" major ribs 9" o.c.; (2) smaller ribs between House-wrap provided on exterior walls of building 13' 11" Tall floor to ceiling height at sidewall R26 (2x6) SIP's wall package Panel make-up to consist of: 3/4" OSB - Interior 5-5/8" 1.0 lbs. Density expanded polystyrene core 7/16" OSB - Exterior Left Wall: Vertical wire chases to be supplied in panels @ 4' o.c. Left Wall Wire Chases Page 5 of 11 55 no. of panels with one horizontal wire chase at 3' 8" 55 no. of panels with one horizontal wire chase at 1' 4" Note: panel skins may have exposed joints in substrate Double SPF #2 or better 2x4 splines 4' o.c. SPF #2 or better 2x6 single top plate Wall to have double sill plate, 1st ripped to width of panel, fastened w/ WS3 screws Right Endwall Stem height 0' 0" Top Sidewall Stem height 0' 0" Left Endwall Stem height 0' 0" Bottom Sidewall Stem height 0' 0" Left Endwall is deducted at connection. Note: Verify shared wall construction, including any insulation and/or finishes needed. Roof System 4' 0" o.c. trusses with 20-5-5 lb roof loading, 3/12 roof pitch with 0/12 bottom chord pitch SPF #2 or better 2"x4" continuous roof purlins flat on top. Max spacing 24” O.C. 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No End Hipped? Yes - Width: 8' 0" Height: 8' 0" Doors / Windows (1) pcs - Overhead Door Opening (Door by others) 12' 0"x10' 0", Drawing Label: 400 (1) pcs - Plyco 99E Series 3'-0"x6'-8" walk door, White, Drawing Label: 101 Lite: 22x36 Insulated 1-Lite Lockset: Advantage Keyed Entry Chrome Lever Deadbolt: None (1) pcs - Plyco 99E Series 3'-0"x6'-8" walk door, White, Drawing Label: 102 Lite: None Lockset: Advantage Passage Chrome Lever Deadbolt: None (1) pcs - Plyco 99E Series 3'-0"x6'-8" walk door, White, Drawing Label: 103 Lite: None Lockset: Advantage Keyed Entry Chrome Lever Deadbolt: None (1) pcs - Plyco 99E Series 3'-0"x6'-8" walk door, White, Drawing Label: 104 Lite: None Lockset: Advantage Privacy Chrome Lever Deadbolt: None
* Other Options
* ... 1 140' 0" Single side Finish 14' Tall .090 FRP / 3/8" ply with aluminum battens 1 80' 0" Sip Skin Single side 14' Tall Interior SIP skin .090 FRP (Class "C")/CCX ply (in lieu of OSB) 1 Each PLYCO/99E/3068/BRKNB/WHT/22X36 1LITEIN/B-#99EPWST3068LITEKT-22361IPW Additional Door for Prep Area 1 80' 0" Wall Framing 14' Tall 2X7 wall w/2X6 studs & horizontal girts 1 Each LOCKSET ADVANTAGE L/L GD.2 ENTRY KEYED LEVER K10 STAINLESS STEEL, LOCK-EZ-2L/L For additional prep door 1 30' 0" Wall Framing 14' Tall
* Concrete Work:
* Division wall 2X6 - 16" OC 1 Each Plumbing rough in. Plumbing rough in for 4 toilets, 4sinks and 10 floor drains. Stub sewer and water outside of building for connection by others. 1 Each Concrete Package Labor and materials to install a 6" concrete slab and a 2' deep by 1' wide footing around perimeter of building. 1 Concrete Slab Floor 4 “, 80’ x 140’ with all drains installed.
* Phase 3 requirements:
* HVAC and Insulations:
* Each Insulation Labor and material to install R-38 equivalent of loose fill cellulose insulation in attic. 1 Each Hvac Install conventional HVAC unit for heating and cooling. 1 Each Overhead door Install insulated overhead garage door 10' H x 12' W 1 Each Site Supervision Person to oversee construction of project. 1 Each Building Labor to Install building package. 1 Each Prep room allowance Prep room allowance (refrigerator, freezer, prep table)
* Electrical:
* 1 Each Electrical Installation Install 200-amp service Panel, lighting, and outlets. Stub Conduit outside of building for incoming power by others. 2 pcs. of Stainless-Steel EPS Gable Oval Signs - 20'' wide x 12'' tall with Black lettering Page

1. **Method of Performance**
   1. Randolph County staff assistance and other assistance

The Randolph County Commissioners will make the necessary staff available if required and noted in the RFP response.

* 1. Implementation Plan

It is desirable for the project to be completed in the timeframe with any possible exception of work to be done in the Phase 3 performance.

The vendor should propose their plan for accomplishing all tasks. There shall be minimal disruption of construction during the implementations of the building and any disruptions should be coordinated with the Randolph County Commissioners.

After construction of the building, all problems shall be corrected prior to final acceptance and the beginning of any warranty and support periods.

* 1. Building materials:

The vendor must provide new, previously unused materials and equipment. Preference will be given to non-proprietary equipment.

1. **Documentation**
   1. User Documentation

Vendor will provide user friendly documentation of the building and internal equipment and include instructions on how to use the full functionality of the vendor’s solution.

1. **Warranty & Maintenance**

Vendor will provide warranty information for building, equipment, and all materials included in their proposal. Vendor should also note the responsible party for the warranty (i.e., manufacturer, vendor, etc.). The length and comprehensiveness of this warranty will be taken into consideration during evaluation of the Functional as well as the Method of Performance.

1. **Proposal Submission Information and Requirements**

*This section of the RFP includes information and instructions to the vendor**that will assist in organizing their response to this proposal.*

* 1. Preparation and Submission of Proposals:
     1. Electronic Submission of this proposal is not available for this RFP.

Proposal Copies: The vendor's proposal must include an original hardcopy document plus (3) copies and one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

The vendor should ensure that the electronic copy and all media are identical to the vendor’s hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.

* + 1. Proposal Organization: In order to provide optimal readability of their proposal by evaluators, vendors are strongly encouraged to organize their proposal as follows:
  + Table of Contents
  + Transmittal Letter/Executive Summary
  + Exhibit A - Pricing (Cost)
  + Exhibit B - Experience and Reliability or Organization and Expertise of Personnel
  + Exhibit C - Proposed Functional and Technical Capabilities
  + Exhibit D - Proposed Method of Performance

Vendors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the vendor’s responses. Vendors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

The proposal should be page numbered.

* + 1. Conciseness/Completeness of Proposal:

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

* + 1. Confidentiality and Proprietary Materials:

1. Pursuant to section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
2. Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be “liberally construed and their exceptions strictly construed” to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri’s Sunshine Law will be treated as a closed record by the County and withheld from any public request submitted to the County after award. Vendors should presume information provided to the County in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.
3. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
4. Vendor’s entire proposal;
5. Vendor’s pricing;
6. Vendor’s proposed method of performance including schedule of events and/or deliverables;
7. Vendor’s experience information including customer lists or references;
8. Vendor’s product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see section 610.021 RSMo. Paragraph 15).
9. In the event that the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the vendor’s proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The vendor’s failure to follow this instruction shall relieve the County of any obligation to preserve the confidentiality of the documents.
10. The vendor’s sole remedy for the County’s denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the vendor’s expense.
    * 1. Compliance with Requirements, Terms and Conditions: Vendors are cautioned that the County shall not award a non-compliant proposal. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the county exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the non-compliant issue(s).
      2. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
      3. In order to ensure compliance with the RFP, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the County's terms and conditions may render a vendor's proposal unacceptable and remove it from consideration for award.
      4. Business Compliance: The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of executive summary that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the County. The compliance to conduct business in the state shall include but may not be limited to:
         + Registration of business name (if applicable)
         + Certificate of authority to transact business/certificate of good standing (if applicable)
         + Taxes (e.g., city/county/state/federal)
         + State and local certifications (e.g., professions/occupations/activities)
         + Licenses and permits (e.g., city/county license, sales permits)
         + Insurance (e.g., worker’s compensation/unemployment compensation)
    1. Proposal Evaluation and Award:
       1. Evaluation: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

| **Evaluation Criteria Scoring Category** | **Maximum Points** |
| --- | --- |
| Pre-proposal Conference | 15 |
| Cost | 50 |
| Experience and Reliability of Organization and Expertise of Personnel | 15 |
| Functional and Technical Capabilities | 10 |
| Method of Performance | 10 |
| TOTAL | 100 |

* + 1. Competitive Negotiation of Proposals: The vendor 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:
* Negotiations may be conducted in person, in writing, or by telephone.
* 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.
* Terms, conditions, prices, methodology, or other features of the vendor’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor 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.
* 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 County.
  + 1. Proposal Presentation and/or Solution Demonstration:

After an initial screening process, if requested, a proposal presentation and/or solution demonstration may be conducted with the vendor at no cost to the County. If requested, the vendor shall demonstrate its proposed solution’s ability to meet required functionality*.* Attendance cost shall be at the vendor's own expense. All arrangements and scheduling shall be coordinated by the County Commissioners.

* The demonstration scenarios identify the functions that will be requested to be performed or discussed during the demonstration of the vendor’s solution.  This material will be the foundation for the demonstration, although the County may, at its option, request that a vendor demonstrate any function, product, or system capability included in the vendor’s proposal.
* The dates for the demonstrations will be determined by the County during the evaluation period.  Vendors will be given advance notice of at least five (5) business days.
* The vendor shall provide the equipment and computing environment necessary for the demonstration. The County will provide Internet connectivity.

The award shall be made on an all or none basis.

* + 1. Evaluation of Cost:

The vendor must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. Unless stated herein, the County shall assume absolutely no other costs exist to satisfy the RFP’s requirements. Therefore, the successful vendor shall be responsible for any additional costs.

The cost evaluation shall be based on the pricing provided by the vendor in response to Exhibit A Cost (Pricing Pages). The cost evaluation shall be a total of all applicable costs included in Exhibit A and shall include recurring costs for any maintenance agreements.

Cost evaluation points shall be determined from the result of the scale stated below:

Lowest Cost = 50 Points

2nd Lowest Cost = 40 Points

3rd Lowest Cost = 30 Points

4th Lowest Cost and Lower = 20 Points

* + 1. Evaluation of Experience and Reliability of Organization and Expertise of Personnel:

The evaluation of the Experience and Reliability of Organization and Expertise of Personnel shall be subjective based on fact. Information provided by the vendor in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. Contractor will provide proof of Workman’s Compensation and liability insurance. Liability insurance in minimum amount of two Million Dollars shall be secured. A bid bond of 5% of the total project shall be provided with this proposal.

* + 1. Evaluation of Functional and Technical Capabilities:

The evaluation of the Functional and Technical Capabilities shall be subjective based on fact. Information provided by the vendor in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

* + 1. Evaluation of Method of Performance:

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

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

1. **General contract provisions**

*This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the County and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.*

* 1. Contract

A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the County’s acceptance of the proposal by “notice of award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

#### A notice of award issued by the County does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the County, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor.

#### The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

#### Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the County prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

* 1. Price

### All prices shall be as indicated on the Pricing Page. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall be paid installation costs and/or maintenance/repair costs provided that such costs are firm, fixed and specifically proposed in response to the Request for Proposal. Failure to propose costs for installation and maintenance/repair shall not relieve the contractor from his/her responsibility to maintain, install and/or repair all items, and any related costs for the service shall be considered by both the contractor and the County to be included within the price stated in the contract.

### If any of the following events occur while contractor is engaged to provide services under the contract, the contractor and County may mutually agree upon an equitable adjustment as accomplished by a formal contract amendment:

### The scope, approach, or timing of the services change, including without limitation, additional county-imposed restrictions or conditions,

### Delays are encountered that are beyond the reasonable control of the contractor,

* + 1. An assumption set forth by the County in the contract proves to be invalid, or
    2. The County fails to meet its obligations as set forth in the contract.
  1. Transition

### Upon award of the contract, the contractor shall work with the County Commissioners to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services.

### Upon expiration, termination, or cancellation of the contract, the contractor shall assist the County to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to the County, the contractor shall provide and/or perform any or all of the following responsibilities:

#### The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the County and/or to the County’s designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the County.

#### The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the County, in order to ensure the completion of such service prior to the expiration of the contract.

#### If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

### The contractor must obtain specific written approval from the County prior to providing continuing services after the termination or cancellation of the contract. The written approval must identify the specific project and contain a date for the termination of service.

### The decision to allow a client to receive continuing services shall be made by the County on a case-by-case basis at its sole discretion.

* 1. Liability

### The contractor agrees to hold the County, its departments, employees, and assignees, harmless and indemnify it from liability from claims, damages, or actions arising from its negligent act or omission, or from those committed by its subcontractor(s) or other person(s) employed by or under the supervision of the contractor under the terms of the contract provided that such liability is not the result of the County’s gross negligence or intentional wrong doing or any failure by the County to use the materials in the manner outlined by the contractor in literature or specifications submitted with the contractor’s proposal.

### Contractor’s liability for damages to the County for any cause whatsoever, whether in contract or in tort, but excluding gross negligence, shall be limited in the aggregate to two times the total contract price for all goods and services over the life of the contract, as stated in Exhibit A. The foregoing limitation of liability shall not apply to:

### Claims brought against the County by third parties for bodily injury to persons or damage to real or tangible personal property caused by contractor’s negligence or willful misconduct; or

### Claims arising out of injury to the person and/or damage to the property of the County, employees of the County, persons designated by the County for training, or any other person(s) other than agents or employees of the contractor, designated by the County for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables either at the contractor’s site or at the County’s place of business, provided that the injury or damage was caused by the direct negligence of the contractor; or

### Costs or attorneys’ fees which the County becomes entitled to recover as a prevailing party in any action, if authorized by law; or

### The liability for Inventions, Patents, and Copyrights or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights.

### In no event shall the parties be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except to the extent that contractor’s liability for such damages arises out of sub-sections a through d above.

### Nothing herein shall be construed to waive or limit the County’s sovereign immunity or any other immunity from suit provided by law.

### The contractor agrees that for any claim in tort or contract brought against the County that its damages are limited to no more than the total contract price.

* 1. Termination:

### The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

* 1. Subcontractors:

### Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the County and to ensure that the County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the County prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

### Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the County. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

### the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and

### shall not henceforth be in such violation and

### the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.

* 1. E Verify

#### U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. All contractor employees will be required to be E-verified.

* 1. Compliance with all Laws

#### Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

* 1. Assignment

#### Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership0, incorporation or person without the prior written consent of Randolph County.

* 1. Default

#### If Contractor fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part hereof, Randolph County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

#### Randolph County expressly retains all its rights and remedies provided by law in case of such breach and no action by Randolph County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Randolph County reserves the right to purchase it requirements elsewhere, with or without competitive proposals.

* 1. Vendor Default

#### Randolph County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

* 1. Representation of Contractor – the Contractor represents and warrants:

#### That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

#### That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts related to the work or to the project of which it is a part; and

#### That such temporary and permanent work required by the contract documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

#### That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

* 1. Governing Law

#### The laws of the State of Missouri shall govern this contract, and all obligations of the parties are performable in Randolph County, Missouri. The Courts of Randolph County, Missouri, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

* 1. Indemnification/Hold Harmless

#### Contractor shall indemnify, defend, save and hold harmless Randolph County, its officers, agents and employees from all suites, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence of any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

* 1. Inspection and Acceptance

#### Warranty periods shall not commence until Randolph County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Randolph County. Randolph County reserves the right to reject any or all items of services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

* 1. Non-discrimination and Non-Conflict

#### Contractor agrees that no person on the grounds of handicap, age, race, color, sexual orientation, religion, sex, or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of the vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

#### Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly an interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Randolph County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

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| Vendors who are elected or appointed officials or employees of Randolph County, must identify any potential conflicts of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of Randolph County, Missouri or any political subdivision thereof, please provide the following information: | |
| Name and title of elected or appointed official or employee of Randolph County, Missouri or any political subdivision thereof: |  |
| If employee of Randolph County, Missouri or political subdivision thereof, provide name of department or political subdivision where employed: |  |
| Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of Randolph County, Missouri or political subdivision thereof: | \_\_\_\_\_\_\_\_\_\_% |

* 1. Remedies

#### Randolph County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, refund, incidental, consequential and compensatory damages and reasonable attorney’s fees.

* 1. Right to Inspect

#### Randolph County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

* 1. Severability

#### If any provision of the Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

* 1. Warranty

#### Contractor warrants to Randolph County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Randolph County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the county. Return of merchandise not meeting warranties shall be at the contractor’s expense.

* 1. Insurance

#### The successful Contractor must carry the required insurance. Upon the Notification of Intent to Award, the successful Contractor will be required to submit a Certificate of Insurance with the appropriate coverage’s and naming Randolph County Government as additional insured.

* 1. Workmanship

#### Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operation of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

* 1. Removal of contractors employees

#### The Contractor(s) agrees to utilize only experienced, responsible and capable people in the performance of the work. Randolph County may require that the successful Contractor remove from the job covered by the Contract, employees who endanger persons or property or whose continued employment under the Contract is inconsistent with the interest of Randolph County.

* 1. Safety and Protection

#### The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The safety of the public is of prime concern to Randolph County and all costs associated are the responsibility of the contractor.

#### Randolph County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the County Commissioners or their designee. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Missouri Occupational Safety and Health Regulations and any other Regulatory Agency.