



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #: 20-0001**

**Request for Proposal: PLANNING CONSULTANT FOR MASTER PLAN UPDATE**

**Date Issued: 12-20-2019**

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 28, 2020, AT 2:00 P.M. LOCAL TIME.

**Specification Contact:**

**ERIC LARSON**  
 Department of County Services  
 636-797-5580  
 elarson@jeffcomo.org

**Contract Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

SAMPLE ENVELOPE

**Mail (3) Three Complete Copies With Vendor And Proposal Information As Shown In Sample:**

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	<b>DEPARTMENT OF THE COUNTY CLERK</b>
	<b>JEFFERSON COUNTY MISSOURI</b>
	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>
<i>SEALED PROPOSAL: (PROPOSAL NAME)</i>	

**Contract Term:**  
**TWO YEAR CONTRACT WITH A ONE YEAR RENEWAL OPTION UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor Information:**

<b>Company Name</b>	<b>Authorized Agent (Print)</b>
<b>Address</b>	<b>Signature</b>
<b>City/State/Zip Code</b>	<b>Title</b>
<b>Telephone #</b>	<b>Date</b> <b>Tax ID #</b>
<b>E-mail</b>	<b>Fax #</b>

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### **\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**  
**Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

## PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

“BIDDER”S INITIALS: \_\_\_\_\_”

**A. DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term “RFP” means Request for Proposal.
4. The term “Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

**B. PROPOSAL SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**C. BASIS OF PROPOSAL AWARD:**

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

**D. PROPOSAL PREPARATION:**

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

**F. LATE PROPOSALS:**

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

**G. BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

**H. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**I. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

**J. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**K. ADDENDA:**

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**L. INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A.  Required  Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B.  Required  Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C.  Required  Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**M. PROPOSAL OPENINGS:**

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

**N. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

**PROPOSAL FORM AND CONTRACT**

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

**B. TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

**Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

**D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

**E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

**F. NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**H. INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**I. WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**J. PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**K. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**M. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**N. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**O. CHOICE OF LAW:**

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**P. TERMINATION:**

1. **General:** Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
  - a. If supplier fails to deliver the items required by the contract within the time specified; or
  - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**Q. NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**S. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

**T. ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**U. SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**V. APPROVAL:**

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.

Incorporated in the State of \_\_\_\_\_.

**X. LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**Y. LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**ERIC LARSON – JEFFERSON COUNTY SERVICES**  
**636-797-5580**



**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as  
\_\_\_\_\_  
\_\_\_\_\_ ( Position/Title) first being duly sworn on my oath, affirm  
\_\_\_\_\_  
\_\_\_\_\_ (Business Entity Name) is 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 \_\_\_\_\_  
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,  
if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that  
\_\_\_\_\_  
\_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person  
who is an unauthorized alien in connection with the contracted services related to  
\_\_\_\_\_  
\_\_\_\_\_ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of  
the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

**REQUEST FOR PROPOSAL  
PLANNING CONSULTANT SERVICES FOR  
UPDATE OF THE JEFFERSON COUNTY, MISSOURI  
OFFICIAL MASTER PLAN**

**I. NAME OF SOLICITING GOVERNMENT**

Jefferson County, Missouri  
P.O. Box 100  
Hillsboro, Missouri 63050

Jefferson County, Missouri (hereafter, “County”) invites written proposals from those desiring to serve the County as Planning Consultant (hereafter, “Consultant”) for the purpose of formulating, drafting, and implementing a comprehensive update to the Jefferson County Official Master Plan (hereafter, the “Master Plan”). Inquiries should be directed to Eric Larson, Director of County Services and Code Enforcement (hereafter, the “Department”) (636) 797-5580.

**II. BACKGROUND**

Jefferson County is located in eastern Missouri along the Mississippi River. It is directly South of the St. Louis metropolitan area. Its population is currently approximately 225,000. The geographic area is approximately 630 square miles. Due to the close proximity of St. Louis, parts of the County are fully developed, while much of the County remains rural in character. More than 80% of the County is unincorporated.

Jefferson County is a county of the first classification with a charter form of government. The Home Rule Charter of Jefferson County, Missouri was adopted in 2008 (hereafter, the “Charter”). The Charter created the office of the County Executive, which possesses the executive powers of the County. The legislative powers of the County are vested in the 7-member County Council.

Jefferson County land use is regulated pursuant to the Charter as well as enabling legislation of the Alternative County Planning and Zoning provisions of Section 64.800, et. seq., RSMo. The County adopted the current Master Plan in 2003 (minor updates were approved in 2013 and 2018). The Unified Development Order

of Jefferson County, Missouri, which contains the planning, zoning and subdivision regulations of the County, was adopted in 2008 and has been regularly amended thereafter.

Jefferson County has undergone several significant changes since the original enactment of the current Master Plan. There have been large increases in population, home construction and new business, along with significant economic growth and investment in infrastructure. The County is desirous of updating the Master Plan to address present and future land use issues in light of these, and other changes.

The County is seeking the services of a qualified Consultant with considerable experience in community design, land use planning, economic analysis and community engagement to work with and assist County staff, stakeholders, elected officials and the community in formulating and implementing a comprehensive update to the Master Plan.

### **III. EXPECTATIONS OF CONSULTANT**

Throughout the process the selected Consultant will be expected to utilize their experience and drive the process. To achieve this goal, and utilize the experience of the selected Consultant, the County will require the following expectations to be met and identified within the responses to this RFP:

- A. Initial meeting with County staff to review a project timeline, schedule meetings and begin the process of data collection.
- B. Gather all existing plans, maps, documents, data and other materials relevant to the project. County will provide all available existing documentation to the Consultant. Consultant will study and consolidate applicable materials into a comprehensive plan.
- C. Describe at least three (3) approaches for providing effective stakeholder engagement and public participation. These alternatives should represent different levels of involvement, complexity and costs. Some examples include (but are not limited to) formal public hearings, open house meetings, neighborhood meetings and focus groups.
- D. Conduct meetings with key staff, stakeholder, and citizen groups. The selected Consultant will lead these meetings and outreach efforts with County staff providing assistance where needed.

- E. Plan and implement an extensive stakeholder and public outreach process using a range of methods to inform and involve stakeholders, citizen groups, and the general public.
- F. Develop comprehensive plan goals, objectives and implementation strategies based on technical data, generally accepted planning principles and public input.
- G. Draft materials for review and comment by County in accordance with a schedule developed at the beginning of the planning process.
- H. Confirm the final comprehensive plan conforms to the Charter and the Revised Statutes of the State of Missouri.
- I. Analyze consistency of current County ordinances and policies in relationship to the comprehensive plan goals and objectives and create an implementation program.
- J. Prepare a draft document for public review and comment, and ultimately for presentation to the County Council. The plan should be presented in a format and language that is user-friendly and easily understood by the general public.
- K. Prepare a final draft document and present at public hearings and all associated meetings for adoption of the plan.
- L. Prepare the required documents for submission of the plan to the Planning and Zoning Commission and County Council and address any comments necessary to receive approval.
- M. Once the plan is approved by the County Council the Consultant will print and deliver an agreed upon number of copies.
- N. Provide regular updates in an agreed upon frequency and medium to County staff on project status, discuss issues and review drafts.
- O. All working copies and final documents must be delivered to County in both hard copy and electronic formats that allow easy reproduction, direct web readiness and the ability for County staff to edit.

#### IV. SCOPE OF SERVICES

In addition to, and in meeting the Expectations set forth above, the Consultant is expected to conduct the following minimum tasks. County strongly encourages proposers to expand on these tasks, emphasize tasks and to suggest additional tasks not identified in this RFP that may be necessary or beneficial.

A. Internal Project Meetings.

1. Consultant is expected to meet regularly with County staff throughout this process as outlined above.
2. Initially, Consultant shall conduct a survey or other means of problem identification and input from County staff who have major input/review authority over development proposals.

B. Review and analyze the Jefferson County Master Plan, Zoning Order and Subdivision Regulations along with other relevant County ordinances.

1. Analyze County ordinances and regulations in light of issues as identified by the County staff. At a minimum, analysis shall include the current Master Plan, Unified Development Order, Flood Damage Prevention Ordinance, Storm Water Ordinance, Building Codes and Roadway Master Plan. Representatives from County departments will work with the Consultant to identify studies, concerns and issues that will guide this review and analysis. The Consultant shall analyze and prepare a report to compare the County's current Master Plan, ordinances, regulations and procedures to those issues identified by County staff and shall identify areas in conflict or those that hinder implementation of proposed policies.
2. Survey and analyze contemporary planning practices. Based on an understanding of issues expressed by County staff, stakeholders and the public, Consultant shall obtain a minimum of five (5) examples of outstanding practices that meet County objectives. The Consultant will identify counties with circumstances that are relevant or similar to Jefferson County and which have excellent practices that could be applied to Jefferson County. The list of counties and practices to be analyzed in detail must be mutually agreed upon by the Consultant and the County. The Consultant shall prepare a report that analyzes the current Master Plan, orders,

regulations and practices for ability to achieve those goals set out by the County, and shall prepare a compendium documenting research and findings, and comparisons to Jefferson County in each practice and county.

**C. Public Engagement and Communications.**

1. Public participating is essential to the process of updating the Master Plan. Consultant is expected to conduct an outreach and public participation process that will engage the public as well as specific stakeholders in the formulation of updates to the Master Plan. Significant public input will be required throughout the process. It is anticipated that a number of public meetings will be held in order to seek opinions of the general public. Meetings with the general public are expected during both the issues/goal formulation phase as well as during the draft review phase of the project.
2. It is also expected that the Consultant will conduct more focused meetings with specific stakeholders as identified by County. Meetings with specific stakeholders are expected during both the issues/goal formulation phase as well as during the draft review phase of the project.

**D. Prepare a draft Master Plan for consideration of enactment. Based on the above tasks, and in consultation with the County staff, the Consultant shall develop a full draft of the above. Consultant shall be the primary drafter of the plan.**

**E. Conduct all public meetings and hearings as required by Missouri law. The Consultant, in conjunction with the County Executive, County Council and staff, shall be responsible for conducting all public meetings and hearings in accordance with The Charter and Section 64.800 et. seq., RSMo.**

**V. SUBMITTAL REQUIREMENTS**

Consultant's proposal shall at a minimum include the following:

A. Consultant Information. Provide the name and address of Consultant/firm, including:

1. Principals and their involvement in this project.

2. Project Manager.
3. Project Organization and capacity. Describe roles and responsibilities and provide a statement about the capability of the firm to complete work within the County's desired schedule.

B. Relevant Qualifications and Experience. Provide a description of the specific relevant experience, capabilities, and recent work of the individuals who will contribute to each task of this project. Describe any work in, and knowledge of Jefferson County, Missouri and the Midwest. Three (3) references, including telephone numbers, must be provided from clients for whom the Consultant has recently performed similar work. Copies of any plans prepared for other jurisdictions shall be provided.

C. Understanding of the Project. Provide a summary of the Consultant's understanding of the project as described in the RFP.

D. Proposal.

1. Proposal Overview. Provide specific approaches, methods and assumptions that will be utilized to accomplish each task.
2. Proposed Work Plan and Schedule. Provide a proposed work plan with schedule, divided into phases identifying key tasks, milestones, approximate dates, project deliverables and resource needs.
3. Community Engagement Plan. Provide an overview of Consultant's approach to community engagement including anticipated activities, approach to collaboration with County staff and efforts to engage the public.

E. Fees. Identify fee estimates for each segment of the scope of services, associated with the Expectations and Scope of Services identified in this RFP. The fee estimate should be comprehensive and should identify all fees anticipated by the Consultant including at a minimum fees for the following:

1. Community engagement activities.
2. Evaluation of existing plans, policies and procedures.



3. Community Analysis and future impacts/issues.
4. Draft document and review meetings with County staff, public hearings, County Council meetings, etc.
5. Production and printing of final document.

## **VI. SELECTION PROCESS**

Selection of a Consultant will be in accordance with the following process. A Selection Committee composed of County personnel shall be designated by County, and, upon receipt of responses, the Selection Committee will review the submittals based on the following criteria:

- A. Qualifications. Includes (1) composition of the Consultant team to analyze the issues and concerns expressed by County staff, identify issues, and analyze applicable ordinances, (2) experience and past work of the Consultant on similar projects, (3) knowledge and experience of the specific individuals assigned to various tasks of the project and (4) knowledge of and experience in Jefferson County, Missouri.
- B. Understanding of the goal and perceived or actual problem. Includes understanding of Jefferson County development history, current ordinances, issues and concerns to be addressed.
- C. Quality of written materials presented. Based on an evaluation of submissions, a short list of Consultants will be selected for interviews. Following interviews, Consultants will be ranked based on the following criteria:
  1. Quality of oral presentation.
  2. The above criteria. The Selection Committee will rate firms in relation to each other.
  3. Ability of Consultant to meet County terms and conditions (see below).

Any and all interviews/oral presentations requested by County shall be at the Consultant's own expense.

The Selection Committee will ultimately make a recommendation to the County Executive.

## VII. TERMS AND CONDITIONS

- A. The County reserves the right to reject any and all proposals. The County reserves the right to award a contract to the next most qualified Consultant if the successful Consultant does not execute a contract within thirty (30) days after the award of the proposal.
- B. The County reserves the right to request additional information and/or clarification of information with respect to all written proposals and/or oral presentations of one or more applicants.
- C. Proposal may be withdrawn (upon written request) up until the date and time set above for the submission of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to sell to the County the services set forth in the attached specifications, or until one or more of the proposals have been approved by the County Council.
- D. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations agreed to, the County shall have the right to terminate its contract by specifying the date of termination in a written notice to the Consultant at least thirty (30) working days before the termination date. In this event, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by, or approved by, the County and shall contain, as a minimum, applicable provisions of the RFP. The County reserves the right to reject any agreement that does not conform to the RFP and any County requirements for contracts and agreements.
- F. The Consultant selected shall not assign or transfer any interest in the contract without prior written consent of the County.
- G. Reports, information or data given to, or prepared by, the approved Consultant under terms of the contract shall not be made available to any individual or organization by the Consultant without the prior written consent of the County. Any report, document and working paper prepared by the Consultant is the property of Jefferson County.

- H. It should be understood that the County would purchase the professional advisory services from the Consultant, which, in the opinion of the County, is best qualified.
- I. Jefferson County, Missouri, is an equal opportunity employer.

**VIII. CONTRACT AND FEES**

The County will select the Consultant which in County’s sole opinion is the most qualified and shall endeavor to negotiate a professional services contract. The exact fee will be determined as part of contract negotiations and will be based on the fees submitted with the RFP. If a contract cannot be successfully negotiated, the County will begin to negotiate with the next most qualified Consultant, until a contract can be agreed upon. The final contract must be approved by the County Council. All Consultants submitting proposals shall be notified of the final selection by mail.

The contract is to be for a not-to-exceed amount, with payment on a periodic percentage-of-work-completed basis, exclusive of travel, which will be reimbursed on a not-to-exceed basis for reasonable costs identified in the contract. The Consultant will be under contract with the County to perform the activities as described above, plus any other duties identified as necessary and identified in the contract.

Consultants not selected, or with whom a contract is not successfully executed shall not be entitled to compensation of fees of any kind.

**IX. SCHEDULE**

It is anticipated the Consultant work is to be begin as soon as practicable after execution of a contract. Completion dates shall be established as a part of the contract negotiations.

**X. ADDITIONAL INFORMATION**

Copies of the Jefferson County Master Plan, Zoning Order, Subdivision Regulations, and other development codes are available to proposers. To obtain copies, or for further information about this RFP or work to be completed, contact:

Eric Larson, Director  
Department of County Services and Code Enforcement  
Phone 636-797-5580

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2020:

\_\_\_\_\_  
Company Name

County of Jefferson, State of Missouri

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dennis Gannon J. County Executive

\_\_\_\_\_  
Print

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
County Auditor

**APPROVED AS TO FORM**

\_\_\_\_\_  
County Counselor

# COOPERATIVE BID FORM

**Bid Name:** \_\_\_\_\_

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

## **COOPERATIVE PROCUREMENT CONTRACT**

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes \_\_\_\_\_ No \_\_\_\_\_

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

**MINIMUM DOLLAR VALUE PER ORDER:** \$ \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI**