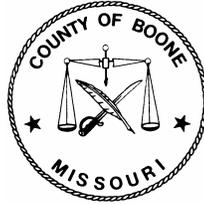


COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

RFP #41-13JUN06
Release Date: May 11, 2006

Submittal Deadline:
June 13, 2006
not later than 10:30 a.m. CST

Boone County Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 41-13JUN06 – Construction Management Services for the 13th
Judicial Courts Expansion and Other Projects As Needed**

A pre-proposal conference has been scheduled for Monday, May 22, 2006, at 9:00 a.m. in the Boone County Johnson Building, Conference Room 213, 601 E. Walnut, Columbia, Missouri.

Sealed proposals will be accepted until **10:30 a.m. on Tuesday, June 13, 2006** in the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: May 14, 2006
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

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

- a) **Proposal Closing:** All proposals shall be **delivered before 10:30 A.M.,** C.S.T., on Tuesday, June 13, 2006 to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
601 E. Walnut Street, Room 208
Columbia, Missouri 65201-4460

- b) The County may not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

1.2 . **Selection Process:**

- a) Proposals received will be screened by a review committee for adequacy of content and experience. The committee may short-list and select a smaller

number of firms to be interviewed. The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

- b) The final selection will be based on the following criteria:
1. Evaluation of Proposals.
 2. Proven background and experience of firm and key personnel in the work required, including similar public and government projects.
 3. Results of reference checks.
 4. Ability to complete the work in the time required.
 5. Ability to provide deliverables in the required format.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Construction Management Services for the 13th Judicial Courts Expansion (Boone County Court House) and Other Projects as Needed** as set forth herein.

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

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information

2.2. Guideline for Written Questions:

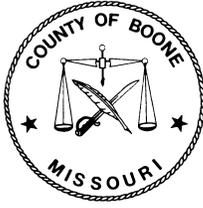
2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, prior to the pre-proposal conference, no later than 3:00 p.m., Friday, May 19, 2006. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be discussed at the pre-proposal conference and answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.

- a. Melinda Bobbitt, CPPB
Director of Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.3. Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference followed by a walk-around of the Court House has been scheduled for Monday, May 22, 2006, at 9:00 a.m. in the Boone County Johnson Building, Conference Room 213, 601 E. Walnut, Columbia, Missouri 65201.
- 2.3.2. All potential Offerors are encouraged to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.



SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as the *County*, requires the services of one or more firms who are qualified to assist in the management of complex building projects. Firms must have good Construction Management skills and depth of resources, and knowledge of the local and regulatory issues that are unique to work performed within Boone County. Projects to be managed may be designed by private consultants or County staff.

3.2. Intent: The RFP may result in multiple awards. A **list of pre-qualified consulting firms** will be established for services to be performed on future projects. A contract will also be awarded for one immediate project, identified as the **13th Judicial Courts Expansion**. Firms may be considered for award of any or all of these by submitting a response as instructed within this RFP.

3.2.1. Qualified List – Future Projects:

The County will establish a list of pre-qualified consulting firms who will be available to perform construction management services as described within this RFP. The Qualified List will be valid through December 31, 2007, with an option to extend it for up to four additional one-year periods, at the sole discretion of the County.

The County will assign work depending on the nature of the work, expected turnaround time, Consultants' ability to respond, or other relevant criteria. The County makes no specific guarantee of a minimum or maximum number of hours or amount of services which shall be requested of any single Consultant. Assignment of specific work is further described within RFP.

3.2.2. Current Project:

3.2.2.1. 13th Judicial Courts Expansion – In 2003, Boone County selected the architectural firm of Butler Rosenbury and Partners of Springfield, Missouri to study and make recommendations for space needs for the County. The firm provided planning, cost estimating and schematic design for recommended renovations and construction to the Boone County Courthouse.

3.2.2.2. Following are estimated costs for the renovation and construction of project:

<u>Item</u>	<u># Units</u>	<u>Unit Type</u>	<u>Cost/Item</u>	<u>Ext.</u>
Site Improvements – Courthouse				
Expansion at Mechanical Room Site Revisions	1	ls	\$50,000.00	\$50,000.00
Building Construction				
Courthouse	21,475	sf	\$192.00	\$4,123,200.00
Elevator Upgrades	2	ls	\$75,000.00	\$150,000.00
Structural Revisions – Courthouse	1	ls	\$50,000.00	\$50,000.00
Building Renovation – Type 1 (ADA Restrooms)				
Courthouse – Ground Level	350	sf	\$115.00	\$40,250.00
Courthouse – First Level	350	sf	\$115.00	\$40,250.00
Courthouse – Second Level	350	sf	\$115.00	\$40,250.00
Courthouse – Third Level	350	sf	\$115.00	\$40,250.00
Building Renovation – Type 2 (Major Renovations)				
Courthouse – Ground Level				
Juvenile Court Services	6,160	sf	\$80.00	\$492,800.00
Lobby Expansion	318	sf	\$80.00	\$25,440.00
Courthouse – First Level				
Adult Court Services	2,575	sf	\$80.00	\$206,000.00
Public Administrator	1,125	sf	\$80.00	\$90,000.00
Courthouse – Second Level				
Circuit Clerk: Administration, Criminal and Accounting	6,400	sf	\$80.00	\$512,000.00
Attorney’s/Interpreter’s Work Room	680	sf	\$80.00	\$54,400.00
Courthouse – Third Level				
Lobby Renovation	1,000	sf	\$80.00	\$80,000.00
Building Renovation – Type 3 (Minor Renovations)				
Courthouse – First Level				
Court Reporters/Mental Health	1,990	sf	\$50.00	\$99,500.00
Circuit Clerk: Civil, Family, Probate and Accounting	4,890	sf	\$50.00	\$244,500.00
Court Marshal	120	sf	\$50.00	\$6,000.00
Judge’s Offices	5,967	sf	\$50.00	\$298,350.00
Subtotal				\$6,643,190.00
Estimate Contingency			10%	\$664,319.00
Construction Probable Cost				\$7,307,509.00
Furniture, Fixtures and Equipment				\$500,000.00
Telephone, IT Network, Security				\$150,000.00
Legal and Advertising				\$50,000.00
TOTAL				\$8,007,509.00
Architect Fees				\$ _____
Project Management Fees				\$ _____
Miscellaneous Owner’s Costs				\$ _____
Grand Total Project Cost				\$ _____

3.3. Scope of Work – Qualified List (Future Projects):

The firm(s) selected for the Qualified List shall have previous comprehensive Construction Management service experience including major capital improvement building projects, preferably located in Boone County. It is expected that each firm will be available on an as-needed basis to provide a variety of construction management services from comprehensive to specialized tasks, depending on project type and need. Tasks will include, but shall not be limited to that specified below.

- 3.3.1. **Pre-Project Consultation.** At the outset of a project assist County staff with project record keeping needs and methods. Help to develop possible construction and project budgets, labor/resource allocation.
- 3.3.2. **Project Scheduling.** Assist the County and prepare pre-design, design, and construction scheduling, including A/E deliverable submittals and review periods, milestones, and updates as necessary.
- 3.3.3. **Project Oversight.** Provide on-going project administration and tracking services. Monthly updates and reports that check and evaluate performance and costs, accuracy, completeness, and efficiency of team members, contractors, etc.
- 3.3.4. **Project Status Evaluation.** Identify and investigate project issues, job documents, and tracking for costs, claims, and other potential recoverable costs.
- 3.3.5. **Change Order/Claim.** Research, investigate, substantiate, interpret and identify issues in schedules, reports, exhibits that could be used in claims by other parties seeking compensation against the County.
- 3.3.6. **Project Inspections:** Assist the County in performing periodic inspections, observing discrepancies and omissions in the work performed by the Contractor.
- 3.3.7. **Preconstruction Phase - Review of Plans and Specifications**
 - 3.3.7.1. Attend meetings between the County and its architectural and engineering consultants, during the respective design phases of the project. Major project phases include programming, schematic design, design development, construction documents, bidding, construction, post construction. The Consultant/Construction Manager (CM) shall review documents/deliverables resulting from these phases and make recommendations to the County concerning acceptability, applicability, feasibility and constructability. The CM shall consider the site, the foundations and super structure, building systems, building materials, code compliance, alternate methods, economics, material/labor availability, time schedules and any other relevant issues.
 - 3.3.7.2. Value Engineering may be used at the various stages of design to review durability, maintenance, installed costs, and operational costs. The CM shall make recommendations to the County in regard to specified materials, systems and equipment for evaluating short term, long term, and life cycle costing.

- 3.3.7.3. Alternative Methods and Materials shall be recommended after review of plans and specifications, especially at conclusion of Design Development, where appropriate for successful project delivery, better technology, elimination of constraints, etc.
- 3.3.7.4. Critical Path Schedule shall be developed, if not at inception of the project, then no later than conclusion of the Design Development phase in a format acceptable to the County. The schedule shall incorporate all pre-bid activities as well as construction operations of the project including a realistic activity sequence and duration, inclusive of submittal, review, approval of shop drawings and samples, delivery of long lead items, and other activities relevant to the expeditious pursuit of the project.
- 3.3.7.5. Budget Review shall occur at the various project phases, including review of A/E estimates, and CM shall advise the County of any discrepancies and suggest revisions and adjustments as necessary to reflect the most probable project cost.

3.3.8. **Bidding Phase**

- 3.3.8.1. CM shall assist in the preparation of the bidding packages to facilitate the bidding and award of the construction contract, including those projects with phased contracts. Coordinate General Conditions, Special Conditions and Technical Sections, provided by other consultants to ensure coordination, completeness and compliance with appropriate statutes, regulations, and policies.
- 3.3.8.2. Assist the County in preparing permissible qualification criteria for contractors, establish bidding schedules, conduct pre-bid conferences and walkthroughs, to familiarize the bidders with the documents, management techniques, and any special features, systems, materials, or methods required in the bid package.
- 3.3.8.3. Upon the County's receipt of bids, the CM shall prepare a bid analysis, including review of the acceptability of contractors, subcontractors, specialty contractors, material suppliers, and prepare recommendations for acceptance or rejection.

3.3.9. **Construction Phase**

- 3.3.9.1. During the construction phase the CM shall be the interface between the County and the contractor. The CM shall meet with the County Project Manager or designee, the Contractor, and the Architectural/Engineering firm as conditions and construction activities dictate, to discuss scheduling, foreseeable problems, equipment and material delivery delays, sub-contractor performance, safety, and any other issues pertinent to the pursuit of the project. Meetings are generally expected to be weekly or more frequently as needed. CM shall be the facilitator and scheduler of these meetings. These meetings shall be documented by the CM and copies of minutes disseminated to the attending parties, project files, and other participants. The CM or a qualified member of their staff shall be present at the site during significant construction activities, inspections and testing. Designated County personnel shall have access, at all times, to the facilities and all records and documentation.
- 3.3.9.2. The CM shall review all requests for payment for construction work in place and make recommendations to the Project Manager as to the validity of the request.

All recommendations and communications by the CM to the County that will affect the construction cost shall be in writing.

3.3.9.3. The County, without invalidating the construction contract, may order changes in the work within the general scope of the contract, consisting of additions, deletions, or other revisions. The CM shall review County requests for changes, and prepare Proposed Change Order (PCO) to obtain quotations from the affected contractors. The PCO shall define the exact scope of the work; include drawings and specifications from the Architect/Engineer. The CM shall obtain quotations from the contractor, submit recommendations, issue appropriate change orders or assist County in preparing change orders, and process changes to the work in a timely and expeditious manner, so as not to impede the progress of the work.

3.3.10. Quality Control. The CM shall review the work of the contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the County, to assure that the work performed and materials furnished are in accordance with the contract documents. In the event of interpretation of the meaning of the intent of the contract documents becomes necessary, the CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the contractor. The CM will review disputes involving quality of workmanship with the County and appropriate parties for resolution.

3.3.11. Inspections. Assist the County in performing periodic and final inspections. At all inspections preceding the final inspection, the CM shall furnish a detailed report of observed discrepancies, and omissions in the work performed by the contractor, trade or specialty contractor.

3.3.12. Monitoring the Schedule. The CM shall monitor the construction schedule and shall provide the County with summary reports documenting changes that impact the ability to deliver the project within the established time frames, including the tasks that are on the critical path. Advise the County on methods to correct or revise the sequencing to bring the project back on schedule.

3.3.13. Shop Drawings and Submittals. The CM shall review the schedule for preparation, submittal, review, and approval of drawings, catalogs, material samples. The CM shall review for completeness and transmit to the appropriate parties for review and approval of all shop drawings, catalogs, materials, and other submittals as required to meet the requirements of the specifications and schedule. The CM shall diligently expedite the submission and review process to avoid delays. If submittals and approvals are not received in a timely manner, the CM shall ascertain the cause and recommend action to eliminate further delays.

3.3.14. Testing. The CM shall facilitate and coordinate all quality control testing of soils, building materials, systems, and equipment during the course of construction. The scope of this testing will be jointly determined by the County, the CM, A/E firm, and testing firms consistent with the provisions of the contract documents.

The CM shall coordinate with appropriate parties to plan, schedule and notify testing firms of procedures, test dates, result reports, and distribution during construction.

3.3.15. Safety. The CM shall monitor that safety and accident prevention measures are established and maintained at the site. Any observed hazardous conditions, violations, or potentially hazardous conditions shall be reported immediately to the contractor's supervisory personnel onsite. A written report of such incident and follow-up report of the remediation shall be provided to the contractor and the County project manager.

3.3.16. Project Records.

3.3.16.1. The CM shall maintain records at the job site, including a current set of the contract documents, a project log, and photographic record of construction progress and problems. Such logs and records shall at all time be available to the County. The CM shall furnish weekly written progress reports of the work in a form acceptable to the County.

3.3.16.2. The CM shall process Requests for Information (RFI) from the contractor. The CM shall track and monitor RFI's and maintain a log of each RFI and its status until resolved. The CM shall obtain any necessary information or determination from the A/E consultants in order to make a recommendation and prepare a response on behalf of the County. All such responses shall be reviewed and approved by the County project manager before dispersal to affected parties.

3.3.16.3. The CM shall process and track all PCOs and maintain a log of each and its status, relation to RFIs if any, and incorporation into Change Orders.

3.3.16.4. The CM shall produce, track, and log other written documents for the project as necessary. These may include clarifications, memorandum, directives, etc. which are not generated by other forms of documents, such as contractor generated RFIs.

3.3.16.5. The CM shall maintain a comprehensive and organized file of photographs, filed by event, date, or problem, relationship to problem or RFI, etc. in such a manner as to facilitate ease of recovery after project completion.

3.3.16.6. The CM shall deliver all records, logs, photographs and documents in an organized format to the County at the completion of the project.

3.3.17. Prevailing Wage Monitoring. The CM shall maintain records of payroll submitted by contractor of wage classifications and related wage rates. Coordinate with the contractor to provide accurate records, assist in wage disputes, and consult on show-cause meetings in order to resolve issues at the lowest level.

The CM shall receive monthly all certified payroll from the contractor and maintain records. Verify consistency with monthly progress payment applications and negotiate timely disputes for payment by the County.

3.4. Scope of Work – 13th Judicial Courts Expansion:

The firm immediately selected to provide Construction Management Service for the 13th Judicial Courts shall be required to perform the tasks outlined below as generally described:

3.4.1. Submittals

- a. Review for Completeness and conformance with specifications
- b. Distribution to consultants
- c. Process and distribution to County, Contractor, etc.
- d. Provide Log and update History

3.4.2. Progress Payments

- a. Review Initial Schedule of values for completeness
- b. Review Category Breakdowns
- c. Monthly review and comment

3.4.3. Requests for Information (RFIs)

- a. Receive and Log, update, provide History
- b. Process and distribution to County, Contractor, etc.
- c. Distribution to Consultants

3.4.4. Change Orders

- a. Issue PCO to Contractor
- b. Obtain information from County/Consultants
- c. Review PCO for price/detail/recommendation
- d. Issue C.O. to Contractor
- e. Provide History/Log/PCO/CO
- f. Tie to RFI if necessary

3.4.5. Quality Assurance

- a. Weekly or more frequent site inspections
- b. Check compliance with plans and specs
- c. Issue correction notices
- d. Coordinate and schedule testing and coordinate with inspection labs

3.4.6. Schedule

- a. Review detailed CPM by Contractor

- b. Identify critical issues, delivery delays, critical paths, etc.
- c. Verify monthly tasks ahead or behind schedule
- d. Make recommendations as necessary to stay on schedule

3.4.7. Project Closeout

- a. Review O & M for adequacy, completeness, and accuracy with specifications.
- b. Review final as-builts for completeness
- c. Review extra product submittal for compliance with specifications

3.4.8. Claims Mitigation (as needed)

- a. Item research and review
- b. Recommendations
- c. Arbitration representation
- d. Claims avoidance/resolution support

3.4.9. General

- a. Attend weekly meetings
- b. Review as-built drawings - monthly
- c. Review monthly payroll certification

3.5. Assignment of Work – Qualified List:

3.5.1. When the County determines that Construction Management services are required, proposals will be solicited from one or more of the qualified consulting firms based on experience and expertise, proposed work product, fee, current workload and ability to respond or other criteria as determined by the County. The County reserves the right to select the consultant best suited to perform the work identified in the scope of work for the subject project. Selection of the appropriate Consultant shall be solely at the County's discretion.

3.5.2. The County does not guarantee a minimum or maximum usage or specific frequency of requests for services from the firms who are named to the on-call Qualified List.

3.6. Fees:

3.6.1. 13th Judicial Courts Expansion

Fees for the specific services to be provided for the 13th Judicial Courts Expansion shall be billed in accordance with the cost proposal provided in response to Section 4.1.2.6. of this RFP. At the interval(s) agreed in the contract (monthly, or upon completion of each

task, or project), the Consultant shall submit an invoice to the County which includes a detailed account of the following:

- A description of the work performed;
- The date(s) the work was performed; and
- The name(s) of the person(s) who performed the work.

All invoices shall itemize all hours of work by billing rate and service provided, and shall include an itemized list, including receipts, of all reimbursable expenses allowable in the agreement, if any. Billing rates and reimbursable expenses, if any, shall be in accordance with the Fee Schedule provided in response to this solicitation.

3.6.2. Qualified List

Firms who are awarded contracts from the Qualified List will be required to submit billings on a direct expense basis, based on the terms of the professional services agreement executed by the Consultant and the County for the specific project. The cost for specific projects shall generally be negotiated in accordance with the fee schedule provided by consultant in response to Section 4.1.2.6. of this RFP. Invoices shall be itemized and submitted in the manner described above.

3.6.3. Insurance Requirements

The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than

\$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Proof of Coverage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

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

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

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

3.7. Contract Terms and Conditions:

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

3.7.2. Offeror must clearly state any restrictions or deviations from these specifications. In the absence of such statement, the County will assume

that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

3.8. Contract Period:

- 3.8.1. The contract period with the successful firm shall begin following Boone County Commission approval of the recommended proposal, as finalized, and continue through implementation of the application.
- 3.8.2. The contractual period may be for the life of the project. Consultants are encouraged to offer proposal for on-going contracts.
- 3.8.3. **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) days prior notice to the Contractor in writing of the intention to cancel, or with cause, if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract may be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow Contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.8.4. **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the provider of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
601 E. Walnut Street, Room 208
Columbia, MO 65201

b. The proposals must be delivered no later than **10:30 a.m. on June 13, 2006**. Proposals will not be accepted after this date and time.

4.1.2. Preparation of Proposal Response – Required Content

4.1.2.1. Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size.

4.1.2.2. **Cover Letter** with the following information:

- a. Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- b. Contact Person, Telephone Number, Fax Number; and E-mail address and
- c. A statement that the submitting firm will perform the services as described in the Scope of Work.

4.1.2.3. **Signatory Requirements:** The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response.

- For a partnership, shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a

Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm; OR

- For a corporation, shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer; OR
- By an individual doing business under a firm name, shall be signed in the name of the individual doing business under the proper firm name and style.

4.1.2.4. **Firm's Organization Chart** designating specific individuals and consultants proposed to be assigned to the County's project.

4.1.2.5. Background and Experience: Provide a narrative containing the following information:

- a. Qualifying background and experience of firm and personnel with public or government projects similar to those described within this RFP.
 - b. Firm size, current workload and ability to perform based on current projects.
 - c. Past performance and service, including relevant references.
 - d. A summary of any arrangements that will be made with any other firm for assistance on this work.
 - e. A list of key personnel to be involved in the work for the 13th Judicial Court Project.
- e. Ability to provide deliverables in the following formats:
- CADD drawings in AutoCAD 2000
 - Word documents in Microsoft Word
 - Spreadsheets in Microsoft Excel
 - Schedules in Microsoft Project or Primavera

4.1.2.6. Fee Schedule: Provide a complete fee schedule for all services to be delivered, in accordance with the following instructions:

a. 13th Judicial Courts

Firms submitting a proposal response for this project shall submit a separate Cost Proposal (from the Qualified List – Future Projects), specific to this project. Provide a lump sum cost proposal and a detail by staff position, hourly rate, number of hours, Sub-Consultant charges (if any), and administrative fees (if any).

b. Qualified List – Future Projects

Firms who are submitting proposals for consideration on the Qualified List for future projects shall submit a separate Fee Schedule, which must include hourly rates for all proposed staff members. The fee schedule provided in response to this section shall be

the maximum rates to be charged during the first year of the effective period of the Qualified List. Any requests for rate increases after the first year shall be submitted in writing to the Purchasing Department not less than 30 days in advance of such rate increase. All requests for rate increases must be fully justified, and shall be competitive with the general market at the time, but in no event shall it be greater than the current Consumer Price Index as published by the U.S. Department of Labor.



“No Bid” Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 41-13JUN06 – Construction Management Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:
