



**CLAY COUNTY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)**

**RFP No.: 86-18
TITLE: ZIP LINE AT SMITHVILLE LAKE
ISSUE DATE: OCTOBER 1, 2018**

**PURCHASING STAFF TITLE: JEFF WINDSOR
PHONE No.: (816) 407-3630
E-MAIL: JWINDSOR@CLAYCOUNTYMO.GOV**

**PROPOSAL RESPONSES MUST BE RECEIVED BY NO LATER THAN (“CLOSE/RETURN DATE and TIME”):
OCTOBER 22, 2018 AT 2:00 PM CENTRAL TIME**

SUBMITTAL INSTRUCTIONS: In effort to support the County’s initiative for conservation, it is preferred that proposals be submitted via www.PublicPurchase.com. Sealed RFPs may be delivered to the Clay County Purchasing Office prior to the return date and time. Print the **Sealed RFP Label** found in Attachment 1 or type **RFP Number, RFP Title** and **Return Due Date** on the lower left hand corner of the envelope or package. In order for a proposal to be considered complete, the Clay County document must be completed in its entirety. The cover page **MUST** be completed, all pages **MUST** be initialed and the Terms and Conditions Acknowledgement Form **MUST** be signed.

**RETURN PROPOSAL TO: CLAY COUNTY ~ PURCHASING DEPARTMENT
ATTN: JEFF WINDSOR
1 COURTHOUSE SQUARE, 3RD FLOOR
LIBERTY, MO 64068**

AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWAL OPTIONS

DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**PUBLIC SERVICES
17201 PARADESIAN
SMITHVILLE, MO 64089**

By signing this RFP cover page, the Vendor shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Agreement Terms and Conditions. The Vendor shall further agree that the language of this RFP shall govern in the event of a conflict with their proposal. In addition, the Vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when an Official Action is signed and issued by an authorized official of Clay County, a binding Agreement shall exist between the Vendor and Clay County.

SIGNATURE REQUIRED

Company Name		Authorized Representative (Print)		Title	
Street Address		Authorized Signature			
City/State/ZIP	County	Date		Company Tax ID No.	
Telephone No.	Facsimile No.	E-mail			
___ Corporation		___ Individual		___ State/Local Government	
___ Partnership		___ Sole Proprietor		___ IRS Tax-Exempt	
Vendor Tax Filing Type With IRS (Check One)					

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

Submittal instructions and Determination of Award information can be found on our website by clicking the following link <https://www.claycountymo.gov/bids/current>

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective Vendors for Zip Line for Smithville Lake for Public Services in accordance with the requirements and provisions stated herein.

1.1.2 Clay County is soliciting proposals from qualified Vendors to meet basic services which encompass the development, management, operation, and maintenance of a Zip Line to be located at Smithville Lake with the intent of providing additional recreation opportunities to the public in Clay County.

1.1.4 RFP Document Contents: This document is divided into the following parts:

Section 1:	Introduction and General Information
Section 2:	Scope of Work/Functional Specifications
Section 3:	Agreement Terms and Conditions Acknowledgement Form
Section 4:	Affidavit of Work Authorization and Documentation

Exhibit A:	Pricing
Exhibit B:	Experience and Expertise
Exhibit C:	Project Approach
Exhibit D:	Miscellaneous Information

Attachment 1: Sealed RFP Label

1.2 Pre-Proposal Conference:

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on **October 11, 2018 beginning at 10:00am Central Time at Camp Branch Park Office, 172017 Paradesian, Smithville, MO.**

1.2.2 The RFP will be used as the agenda for the pre-proposal conference.

1.2.3 Pre-Proposal Conference RFP Questions: All potential Vendors are encouraged to participate in the Pre-Proposal Conference as it will be used as a forum for questions, communications, and discussions regarding the RFP. The Vendor should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Conference, the Vendor may submit written communications and/or questions regarding the RFP to Purchasing@Claycountymo.gov. Such prior communication will provide Clay County with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.

Vendor's Initials: _____

- b. During the Pre-Proposal Conference, the County will attempt to respond to all previously received questions/concerns regarding the RFP but it shall be the sole responsibility of the Vendor to orally address any issues previously presented to the County by the Vendor that the County may have failed to address.
- c. Addendum to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Formal minutes of the conference shall not be maintained. Any questions that require a revision to the RFP shall be accomplished as an amendment to the RFP.

1.3 Questions:

- 1.3.1 Questions relating to the RFP must be submitted via the www.PublicPurchase.com website or e-mailed to Purchasing@ClayCountyMo.gov
- 1.3.2 **All questions and issues should be submitted no later than** October 12, 2018. If not received prior to the aforementioned date, the County may not be able to fully research and consider the respective questions or issues.

1.4 Background Information:

- 1.4.1 Smithville Lake currently receives over 1.4 million visitors a year and covers almost 7,200 surface acres of water and has more than 175 miles of shoreline. Located just 20 miles from downtown Kansas City, there are many recreational opportunities available to the outdoor enthusiast that include: 2 swim beaches, 777 campsites, shelters, 2 full service marinas including boat rentals, 1 sailboat only marina, 2 public 18-hole golf courses within the Paradise Pointe Golf Complex, 4 disc golf courses, great fishing whether from shore or by boat, 25 miles of walking/biking trails, 11 miles of single-track mountain biking trails, 26 miles of equestrian trails, home to Kansas City Trapshooters Association, public hunting that includes managed goose hunts as well as youth and ADA white-tail deer and wild turkey hunts, and an aggressive 2,300 acre native grassland revitalization project.
- 1.4.2 In addition to public recreation, Smithville Lake serves as a flood control facility, and water source for three municipalities. All development in the lease area is under the control of Clay County and the US Army Corps of Engineers.
- 1.4.3 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

1.5 Estimated Quantities:

- 1.5.1 The County shall not guarantee any minimum or maximum amount of the Vendor's products/services that may be required under the Agreement. The Vendor shall provide products/services on an as needed, if needed basis. The County shall not guarantee any usage of the Agreement whatsoever.

Vendor's Initials: _____

2. SCOPE OF WORK

This section of the RFP includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Clay County Entity. The contents of this section include mandatory requirements that will be required of the successful Vendor and subsequent Vendor. The Vendor is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The Vendor's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the proposal is accepted by Clay County. The Vendor must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the Vendor (if any) in the appropriate sections of Exhibit A, Pricing Pages.

2.1 Specific Requirements:

- 2.1.1 The Vendor shall provide a Zip Line, which meets or exceeds the specifications contained in this document.
- 2.1.2 The Vendor shall provide family friendly equipment, provide safety instruction to every participant, and be open to the public.
- 2.1.3 The Zip Line shall consist of at least two (2) permanent structures and a steel cable suspended between the structures, unless otherwise modified as a result of design, permitting or construction requirements. Dual Line or multiple Zip Lines; or other agreed upon options will be considered. The Zip Line will be designed to enable a user, propelled by gravity, to traverse from the top to the bottom of the inclined cable.
- 2.1.4 The site location will be mutually agreed upon between the County and the Vendor. Areas to be considered ideal would be those to where there would be an elevation drop of 500' – 1,000'; a cable length of approximately one (1) mile; a trail/road network leading up to the launch point; and an area to where there would be no violation of existing laws, ordinances, patents, or interpretation thereof. The County is open to any site(s) being proposed.
- 2.1.5 The Vendor shall be responsible for the design, development, construction, materials, management, operation, overall appearance, and maintenance of the Zip Line and the property. The Vendor will also furnish all labor, materials, and equipment to perform the tasks required. The Vendor shall provide insurance coverage and name the County and the US Army Corps of Engineers as additional insured, as described in the Terms and Conditions.
- 2.1.6 The Zip Line would be 'for profit' of which the Vendor would charge the public a fee for the services provided, from which a portion of revenue would be returned to the County.
- 2.1.7 The Vendor should propose a schedule of operation, subject to change upon request, with approval of the Assistant County Administrator – Public Services or their designee.
- 2.1.8 The Vendor shall be responsible for ensuring compliance and obtaining necessary permits/licenses with all applicable federal, state, and local statutes/codes; including the US Army Corps of Engineers regulations. The Vendor shall immediately report to the County any event which results in the death or significant injury.
- 2.1.9 The Vendor shall outline how they will secure and protect equipment after hours; i.e. security cameras, locks, security system. The County assumes no liability for the use of the service or equipment provided by the Vendor.
- 2.1.10 The County shall be allowed to inspect property at any time for safety checks.
- 2.1.11 The Vendor will be required to install and pay for utilities, as may be required for operation.

2.2 Miscellaneous Requested Information:

- 2.2.1 The Vendor should respond to all the information requested in all sections and all exhibits.

Vendor's Initials: _____

3. AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT FORM

The undersigned Vendor has read, understood, and accepted the Terms and Conditions as published on the Clay County Official Website located:

[HTTPS://WWW.CLAYCOUNTYMO.GOV/TERMSANDCONDITIONS](https://www.claycountymo.gov/termsandconditions)

All terms and conditions as stated shall be adhered to by Vendor upon acceptance of Agreement. Vendor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor Signature Date

Vendor Name

Vendor's Initials: _____

4. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

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

Authorized Personnel:

The Vendor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Vendor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Clay County has reasonable cause to believe that the Vendor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the Agreement immediately without penalty or recourse and suspend or debar the Vendor from doing business with Clay County. Clay County may also withhold up to twenty-five percent of the total amount due to the Vendor.

The Vendor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the Vendor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Vendor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Vendor's business status changes during the life of the Agreement to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Vendor shall, prior to the performance of any services as a business entity under the Agreement:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 2) Provide to the Clay County Purchasing Department the documentation required affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) In accordance with subsection 2 of section 285.530, RSMo, the Vendor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new Agreement.

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

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the Vendor meets the section 285.525, RSMo, definition of a "business entity"

((<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Vendor must affirm the Vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein.

E-Verify Documentation must be submitted with solicitation response.

Vendor's Initials: _____

**EXHIBIT A
Pricing Pages**

PRICING TABLE 1: REQUIRED PRICING

The Vendor shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFP.

DESCRIPTION	UNIT OF MEASURE	UNIT COST
Ride on the Zip Line	Per ride	\$_____

PRICING TABLE 2: OTHER REQUIRED PRICING

The Vendor must state below all other applicable costs necessary to satisfy the mandatory requirements of the RFP. Unless stated in Exhibit A, the County shall assume that absolutely no other fees or charges, will be assessed to the County whatsoever in connection to a Zip Line at Smithville Lake herein and to satisfy the RFP requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

Vendor's Initials: _____

EXHIBIT A, continued

PRICING TABLE 3: OPTIONAL PRICING

The Vendor may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed Zip Line at Smithville Lake solution. Also list any pricing discounts.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

Vendor's Initials: _____

**EXHIBIT B
Experience and Expertise**

The evaluation of the Vendor’s experience and expertise shall be subjective based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE:

Reference No. 1 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 2 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 3 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	

Vendor’s Initials: _____

EXHIBIT B, continued

B.2 EXPERTISE:

PERSONNEL QUALIFICATIONS

Vendors should provide the information below.

Indicate person who will be supervising project(s) and years of experience in similar work.

Name: _____ No. of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the RFP specifications that have been performed for other public entities, local governments or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAMES	QUALIFICATIONS	EXPERIENCE/TRAINING/ CERTIFICATIONS

Vendor's Initials: _____

**EXHIBIT C
Project Approach**

The evaluation of the Vendor’s proposed method of performance/project approach shall be subjective based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding the proposed method of performance/project approach. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the Vendor’s responsibility to make sure the Zip Line at Smithville Lake proposed is adequately described. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical/business background to conduct an evaluation when presented complete information.

C.1 PROJECT APPROACH INFORMATION:

Describe the schedule of events necessary to provide the services clearly defining the roles of all involved parties. Outline familiarity with the services and identify critical or unique issues specific to the services. Outline a communications process and explain unique approaches used elsewhere.

Lease Proposal for Zip Line at Smithville Lake:

Vendor should outline the proposed terms and conditions for a lease where the Vendor will become the tenant and lease County land. Vendor should include in proposal all pertinent information such as type of improvements, products, services, operations, staffing, theme, and other applicable information. All Vendors shall make lease proposals and list specific base rent or lease payments. If Vendor is proposing more than one option for terms and conditions of lease payments it should provide a separate clearly marked sheet for each option.

\$ _____ annual amount offered to lease property over _____ years.

Vendor’s Initials: _____

**EXHIBIT D
Miscellaneous Information**

D.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

1) This section is optional, it will not affect proposal award. If the County awarded you the proposed Agreement, would you sell under the prices and terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement.)

YES: _____ NO: _____

INITIALS: _____

2) Sales will be made in accordance with the prices, terms, and conditions of the RFP and any subsequent term Agreement.

3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the Agreement unless they are specifically named in the RFP as a joint participating entity.

4) All sales to other jurisdictions shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other agreement administration shall be the responsibility of the ordering jurisdiction.

5) The Purchasing Manager shall be responsible to handle the solicitation and award the Agreement. The Purchasing Manager shall have the sole authority to modify the Agreement and handle disputes regarding the substance of the Agreement.

6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

D.2 WEBSITE INFORMATION:

1) Does your company have a website? YES: _____ NO: _____

2) If yes please provide the website address:

www. _____

Vendor's Initials: _____

EXHIBIT D, continued

D.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:

Vendors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the Vendor or any owner of the Vendor's organization is currently an elected or appointed official or an employee of Clay County or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of Clay County or any Political sub-division thereof:

If employee of Clay County or Political sub-division thereof, provide name of Clay County entity or political subdivision where employed:

Percentage of ownership interest in Vendor's organization held by elected or appointed official or employee of Clay County or political sub-division thereof:

_____ %

Vendor's Initials: _____

**ATTACHMENT 1
Sealed RFP Label**

PLEASE ATTACH LABEL TO OUTSIDE OF PROPOSAL PACKAGE

SEALED RESPONSE ENCLOSED

DELIVER TO:

**CLAY COUNTY ~ PURCHASING DEPARTMENT
ATTN: JEFF WINDSOR
1 COURTHOUSE SQUARE, 3RD FLOOR
LIBERTY, MO 64068**

RFP No.: 86-18 DATE: OCTOBER 22, 2018

PROPOSALS MUST BE RECEIVED BEFORE 2:00 PM CENTRAL TIME

DESCRIPTION: ZIP LINE AT SMITHVILLE LAKE

SPECIFY VENDOR NAME: _____

SPECIFY VENDOR'S CITY, STATE LOCATION: _____

Vendor's Initials: _____