

REQUEST FOR PROPOSAL

95/2018 – PROMOTING/PROVIDING VARIOUS SCIENCE, TECHNOLOGY,
ENGINEERING, MATHEMATICS (STEM) PROGRAMS/SERVICES

CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION
CALE TURNER, CPPB
PURCHASING AGENT
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CAROL RHODES
ASSISTANT CITY MANAGER

MICHELE NIX
DIRECTOR OF FINANCE

Request For Proposal No. 95/2018
Closing Date: 5:00 p.m. CST, Friday, May XX, 2018

1. INTRODUCTION

The City of Columbia, Missouri (City) is committed to fostering a smart, safe and sustainable community and our City wide Strategic Plan envisions a Columbia that is the best place for *everyone*...not just some...to live, work, learn and play.

In the 2018 adopted City budget, priorities were made on working towards advancement of the 2016-2019 strategic plan. One particular area was creating a skilled workforce to provide both economic and social equity opportunity by investing in STEM initiatives; STEM stands for (science, technology, engineering and math). By investing in STEM, the Columbia community can advance economic growth and progress in our community through focused emphasis and activities; helping to create a robust workforce that is ready for careers that will drive economic development and success in the community. Working with partners, such as Columbia Public Schools, area Colleges and the University, and local businesses; the City’s financial support will provide a solid foundation of STEM programs/services for all students, regardless of race, gender or economic status.

2. GENERAL REQUIREMENTS

TERMS AND CONDITIONS

Offeror must accept City of Columbia Standard Terms and Conditions.

SCHEDULE OF RFP ACTIVITIES

Date	Activity
May XX, 2018	Close of written requests for additional information
May XX, 2018	Written responses to requests for additional information posted on bidding website
May XX, 2018	Proposal is due by 5:00 p.m. CST

PROPOSAL SUBMISSION

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City’s E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters “RFP 95/2018 PROMOTING/PROVIDING VARIOUS STEM PROGRAMS/SERVICES.”

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below.

Cale Turner, Purchasing Agent
Phone: 573-874-7375
Email: cale.turner@como.gov

Any oral responses to any questions shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued, if necessary, on the e-bidding website. Questions must be submitted no later than 5:00 p.m. on May XX, 2018.

VALIDITY OF PROPOSALS

Offerors shall agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the due date of proposals.

REJECTION OF PROPOSALS

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS

Any Offeror may withdraw his/her proposal at any time prior to the scheduled closing time. However, no proposal shall be withdrawn for a period of ninety (90) days after the scheduled closing time.

ALTERATION OF SOLICITATION

The wording of the City of Columbia's solicitation shall not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE (CITY OF COLUMBIA OWNERSHIP)

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the Contractor upon completion, termination or cancellation of the resulting contract. Contractor may, at its own expense, keep copies of all its writing for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of proposer's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights

described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

RESPONSE MATERIAL OWNERSHIP

All material submitted in regards to this RFP becomes the property of the City of Columbia. Any person may review proposals after the “Notice of Award” letter has been issued, subject to the terms of this solicitation.

INCURRING COSTS

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, shall render the proposals of such offerors void.

CONTRACT DOCUMENTS

The final Contract between the City of Columbia and the Contractor will include by reference:

Offeror’s Proposal

The Specifications contained in this RFP

Any changes, additions, or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.

FUNDS

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

TAX EXEMPTION

The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the Contractor.

APPLICABLE LAW

The proposal and Contract shall be governed in all respects by the ordinances of the City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

RESPONSIBILITY

The City of Columbia reserves the right to require the apparent successful offeror to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. This information will become a part of the contents of the file and hence public record unless the offeror indicates this material confidential and request this information be returned at the expense of the offeror. This applies only to matters identified in the Missouri Sunshine Law.

ASSIGNMENT

The Contractor shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the City of Columbia. Assignment, subcontracting, or subletting without such consent will in no way relieve the Contractor of any of its obligations under this Contract unless specifically stated by the City of Columbia in its consent.

AUDITING OF INVOICES

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Contractor charged the City of Columbia a price higher than the proposed price, the Contractor shall reimburse the City of Columbia the amount of the overcharge.

NONDISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under the resulting Contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

TERMINATION FOR DEFAULT

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City of Columbia shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the City of Columbia, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.

Notwithstanding above, the Contractor shall not be relieved of liability to the City of Columbia for any damages sustained by the City of Columbia by virtue of any breach of

the Contract by the firm, and the City of Columbia may withhold any payment to the Contractor for the purpose of mitigating its damages until such time as the exact amount of damages due the City of Columbia from the Contractor is determined.

If after such termination it is determined, for any reason the Contractor was not in default, or that the Contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

TERMINATION FOR CONVENIENCE

The performance of work under the resulting Contract may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Agent will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to the Contractor of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Contractor shall:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

(b) As a condition for the award of this Contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. SCOPE OF WORK

The City is inviting proposals that include strong, innovative, evidence-based solutions that help desired outcomes in the STEM education area. To that end, the City has set aside \$35,000 to be awarded to an individual or organization working to improve STEM

outcomes for students in grades K-12, with an emphasis on supporting girls and minorities interested in pursuing STEM. To be successful, individuals or organizations should prepare their proposal demonstrating how their services/programs align with the City's Strategic plan on addressing:

- A way to potentially reducing the skills gap in the labor market.
- Creation of a larger pool of trained workforce.
- An ultimate outcome to potentially reduce the median wage gap between white and minority workers in Columbia.

4. SUBMISSION OF PROPOSAL

TRANSMITTAL LETTER

All Offerors must submit a transmittal letter prepared on the offeror's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

SUBMITTAL REQUIREMENTS

At a minimum, the offeror shall provide details on the following in their proposal response:

- Program/Service Need
- Budget
- Program/Service Implementation Plan
- Program/Service Monitoring and Evaluation Plan
- Organization's Capacity to Deliver
- Proven Background and Experience
- References Provided
- Ability to Complete the Work Within a Reasonable Time Frame
- Specific Background and Experience of the Key People Who Will Provide Services

FORMAT OF PROPOSAL

Proposals are to be kept within thirty (30) pages with a minimum font size of eleven (11).

5. EVALUATION AND AWARD

EVALUATION

Proposal Evaluation- It is the purpose of this RFP to obtain data as complete as possible from each offeror that will enable the City of Columbia to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the offerors qualifying as finalists will be based on the following criteria:

Request for Proposal 95/2018: Promoting/Providing Various Science, Technology, Engineering, Mathematics (STEM) Program/Services

- **Program/Service Need:** The individual/organization must establish a clear and compelling need for their proposed programs/services.
- **Budget:** The individual/organization must provide a complete and accurate budget with a clear narrative that links to the activities in their programs/services.
- **Program/Service Implementation Plan:** The implementation plan of their programs/services should incorporate a detailed activity narrative along with clear and logical steps that connect activities to the program and selected outcomes.
- **Program/Service Monitoring and Evaluation Plan:** The monitoring and evaluation plan should provide key details on the expected impact of the programs/services and set clear targets to measure progress toward outcomes.
- **Organization's Capacity to Deliver:** The organization should be able to demonstrate the capacity to successfully implement the programs/services.

Failure of the offeror to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The City reserves the right to select from original proposal submission or may conduct interviews from a short list of qualified offerors if deemed necessary.

The objective of the evaluation committee will be to recommend the Offeror whose proposal is most responsive to the City of Columbia's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

SELECTION AND AWARD

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make an award without further discussion. The City of Columbia reserves the right to award contracts to multiple vendors if deemed in the best interest of the City of Columbia.