

**SOLICITATION NO.: RFPxx/2020** 

**BUYER:** Cale Turner, CPPB PHONE NO.: (573) 874-7375 E-MAIL: cale.turner@como.gov

**TITLE:** Growth Impact Study

**ISSUE DATE:** xx/xx/xxxx

RETURN PROPOSAL NO LATER THAN: xx/xx/xxxx AT 2:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

**MAILING INSTRUCTIONS:** Print or type Solicitation Number and End Date on the lower left hand corner of the

envelope of package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5<sup>th</sup> Floor) by the return proposal date and time.

(U.S. Mail) (Courier Service)

RETURN PROPOSAL TO: CITY OF COLUMBIA PURCHASING or CITY OF COLUMBIA PURCHASING

PO BOX 6015 701 E. BROADWAY, 5th FLOOR

COLUMBIA MO 65205 COLUMBIA MO 65201

**CONTRACT PERIOD:** Effective Date of Contract through One (1) Year

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

City of Columbia, Finance Department 701 E. Broadway, 5th Floor Columbia, MO 65201

The offeror hereby declares 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. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

#### SIGNATURE REQUIRED

OFFEROR NAME				
MANAGA PROPEG				
MAILING ADDRESS				
CITY, STATE, ZIP CODE				
CONTACT PERSON	EMAIL ADDRESS			
PHONE NUMBER	FAX NUMBER			
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)				
Corporation Individual State/Local Government	Partnership Sole ProprietorIRS Tax-Exempt			
AUTHORIZED SIGNATURE	DATE			
PRINTED NAME	TITLE			

# 1. INTRODUCTION AND GENERAL REQUIREMENTS

# INTRODUCTION:

The City of Columbia, Missouri seeks the professional services of a qualified consultant to prepare a Growth Impact Study. The Study will examine the recent pattern of growth in the built environment, population, visitors, employees, and territory, and the associated fiscal impacts. Through independent research and local public involvement, the consultant will identify the key public issues, refine its approach to the analysis and measurement of fiscal impacts, and prepare a Growth Impacts Report that makes recommendations regarding development exactions, fee and tax structures, infrastructure financing, annexations, and equitable outcomes.

Organization - This document, referred to as an RFP, is divided into the following parts:

Introduction and General Information
Technical Specifications/Scope of Work
Proposal Submission Information
Pricing Page(s)
Exhibits A – F
Adjust if needed based on RFP structure??

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- <u>Attachment</u> applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- <u>Proposal end date and time</u> and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting
  a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP
  document.
- <u>Buyer</u> means the procurement staff member of the Purchasing Division. The <u>contact person</u> as referenced herein is usually the buyer.
- <u>Contract</u> means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- <u>Contractor</u> means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- <u>Pricing Page(s)</u> applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time
- Shall have the same meaning as the word <u>must</u>.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

# **SCHEDULE OF ACTIVITIES:**

DATE	ACTIVITY		
xx/xx/xxxx	Close of written Requests for Additional Information		
xx/xx/xxxx	Written responses to Requests for Additional Information sent to all		
xx/xx/xxxx	Request for Proposal is due by xx/xx/xxxx 5:00 p.m. CST		
xx/xx/xxxx	Contract Start Date		
The above dates are target dates and may change.			

#### 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 Finance Department, Purchasing Division, 701 E. Broadway, 5<sup>th</sup> 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 five (5) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFPxx/2020 – Growth Impact Study"

# QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Name and Title of Procurement Office Assigned

Phone: (573) 874-7375

E-mail: ?? (Make the hyperlink)

Any oral responses to any question 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 to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on  $\frac{xx}{2020}$ .

This written Request for Additional Information will take place of the normal Pre-Proposal Conference.

#### VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return 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. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

# WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

# **ALTERATION OF SOLICITATION:**

The wording of the City of Columbia's solicitation may 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.

# **RESPONSE MATERIAL OWNERSHIP:**

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the Agreement 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 an Agreement. 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, will render the proposals of such offerors void.

# **CONTRACT DOCUMENTS:**

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

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

# **BACKGROUND INFORMATION:**

The City of Columbia is a full-service city with a Council-Manager form of government. It is the County seat of Boone County and home to the University of Missouri. With an estimated population of 123,180 residents (2018), Columbia is Missouri's fourth most-populous and fastest-growing city.

Columbia is a single-city small metropolitan area. Therefore its nearest "neighbors" are the unincorporated neighborhoods and districts of central Boone County. The City has always grown in population between decennial censuses.

City services include street maintenance, police protection, fire protection, water supply treatment and distribution (over a major proportion but not all of the city limits), wastewater collection and treatment, electric power (over the majority of the city territory), stormwater management (organized as a utility), solid waste collection, bus transit, parks and recreation, health services (city-county agency), economic development (public-private partnership), community development, as well as primarily internal service

departments.

The State of Missouri does not have impact fee enabling legislation and the City of Columbia does not have impact fees.

In 1980 The State of Missouri adopted the Hancock Amendment to the Missouri Constitution (Article X, Sections 18-24) which established tax, revenue, and spending limits for state and local governments.

Columbia has significant acreages of tax-exempt property (university and colleges, government, public schools, public hospitals, religious uses, and public housing). Its daytime population is characteristically larger than the resident population except during the summer months.

The City relies on sales taxes as its dominant source of revenue. In the FY2020 City Budget, revenue from sales taxes are projected to be aproximately \$45 million in contract to projected property tax revenues of \$8.9 million and gross receipts and other local taxes of approximately \$14.5 million. Public infrastructure is funded with a number of dedicated sales taxes.

The City is not a highly active user of redevelopment tools such as Tax Increment Financing. Several Community Improvement Districts and Transportation Development Districts have been formed within the City to address localized needs.

Specific to funding through development exactions, the City utilities (except the Electric Utility) have connection and similar charges which have been reviewed and revised from time-to-time; there is a \$0.50 per square foot transportation development charge on all new construction; a \$0.09-\$0.195 per square foot stormwater charge on new construction. There are no exactions or development fees for public safety, parks, or other muncipal finctions. Development agreements are used from time to time to negotiate developer participation in public improvements. The *ad hoc* nature of these agreements and the resulting unpredictability has been frequently noted as a public concern.

The City has policies that affect the provision of infrastructure in new developments. By ordinance the City and a developer may share costs of major roads with developers providing the local road share and the City providing the increment of cost between what is atributable to development and the major road that serves a broader area. A policy resolution requires annexation as a condition of connection to the City's wastewater treatment plant and collection system. A 100 acre-point sewer policy defines the developer obligations and the city obligations in the event a major sewer is to be constructed and funding is available.

Although an attempt has been made to provide accurate and up-to-date information, the City of Columbia, Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

# 2. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

The City of Columbia is seeking a Growth Impact Study which is a fiscal impact study designed to advance the community conversation about the city's physical, demographic, and territorial growth and its fiscal ramifications. The conversation begins with high-level questions: Does real estate land development activity pay for the public costs it creates? If yes, how is that conclusion reached, and does development pay its fair share with consistency? If no, how is that conclusion reached, and do existing residents subsidize or underwrite growth? Is there value to the whole community in the infrastructure attributable to new growth notwithstanding the commitment of public resources that it demands? Or is there a diversion of resources from other needs?

The completed study will be used by the City Council in its periodic review of its development policies, including but not limited to, the schedule of fees and charges to offset the growth in infrastructure and public services as well as other practices required to support the built environment, population, and territory within the city boundaries.

Detailed review of the fee schedules and other practices by which the City manages its growth are beyond the scope of this study; the final report, however, may make preliminary findings on these frameworks and offer recommendations for follow-up. Ultimately the City desires a system that allocates the costs of development fairly and in proportion to the impacts of development on existing and future infrastructure.

Study proposals must include the following:

- 1. A research phase in which the consultant or consultant team gathers pertinent data. The consultant will be assisted by a steering committee which will act as liaison to the City Council and City Manager to make sure that data requests are fulfilled in a timely fashion;
- 2. An early public engagement phase to ascertain the key issues in the community concerning the fiscal impacts of growth. An interim deliverable out of this phase, drawing on both research and public engagement, is documentation of the growth issues proposed for further examination:
- 3. Development of an analytical framework for estimating fiscal impacts, to include the items listed below. An interim deliverable will be the consultant's proposed model or framework for analysis.
  - a. Infrastructure to be featured in the study. Note that infrastructure for purposes of this study is inclusive of all basic public services, including but not limited to the physical capital of roadways, utility networks, treatment works, public buildings and grounds, public safety and emergency services, and public schools.
  - b. Revenue/expense factors to be employed in the study for the pertinent infrastructure and land use classes. That is, what are the characteristic units of revenue and expense for estimation of the development fiscal impact on transportation infrastructure as contrasted with fire service?
  - c. Offsets, for example credits to development for the delivery of major infrastructure that solves an existing problem or adds capacity over and above the demands created by the particular development (i.e., "oversizing").
  - d. Assumed levels of acceptable service for each infrastructure component for purposes of evaluating fiscal impact. That is, what are the assumptions behind the calculation of expenditures attributable to new growth?
  - e. Examination of the relative sensitivity of different infrastructure systems to territorial growth (annexation); for example, how does annexation affect public safety services (coverage-based and present in all annexed territory) compared to utility

- services (network and central treatment facility-based, and not necessarily present as a city service in all annexed territory)?
- f. Caveats, simplifying assumptions, and any other qualifications necessary to communicate the results of the study. The City does not expect a model or framework that yields a "final word" on growth impacts.
- g. Vetting, at minimum by the committee, of the framework. It is expected that the consultant will have an analytical "tool box" of its own that it can adapt to the City's unique community profile.
- 4. Refinement of the consultant's model or analytical framework and input of data necessary to complete an analysis of growth impacts. The consultant may propose selecting representative sectors and geographic areas for study. The refined model, framework, or tool must include documentation that is responsive to internal comments and public engagement, and how.
- 5. A preliminary growth impacts report that offers observations and recommendations that will serve as an action plan for improvement of the allocation of development costs.
- 6. Public engagement to allow for review and comment on the draft Growth Impact Study.
- 7. Issuance of a final Growth Impact Study report.

#### PERIOD OF SERVICE:

One (1) year following the award of a contract with an extension if mutually agreed upon by the parties.

# 4. PROPOSAL SUBMISSION INFORMATION

# SUBMISSION OF PROPOSALS:

On-line Proposal – If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal – If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products – The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

The offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

Open Records – Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no

obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract), must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

# COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall <u>not</u> be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

# **EVALUTION AND AWARD PROCESS:**

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

Evaluation Criteria Scoring Category	Maximum Points
Cost and Value	<mark>25</mark> points
Offeror's Experience, Reliability, and Expertise of Personnel	25 points
Offeror's Analytical Methodology	25 points
Offeror's Strategy for Public Engagement	25 points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by **the evaluation and selection committee**. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

#### **EVALUATION OF COST:**

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed percentages stated on the Pricing Page for the original contract period and each potential renewal period.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

# EVALUATION OF OFFEROR'S EXPERIENCE, RELIABILITY, EXPERTISE, OF PERSONNEL:

Experience and reliability of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner. In particular, experience in the preparation of fiscal impact studies, impact fee studies, rate or cost of services

studies, annexation studies, fee studies, and public engagement strategies related to all of the above is considered relevant experience.

As part of the evaluation process, the City of Columbia may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit D is provided for the offeror's use in providing information about the proposed method of performance.

# ANALYTICAL METHODOLOGY

The offeror may provide its own analytical model or framework for the analysis of growth impacts or it may propose a methodology devised by others provided it possesses any necessary permissions to use a proprietary methodology.

Proposals should provide an overview of the proposed methodology; data requirements; questions it may answer; and a statement on its limitations and caveats (see detailed technical specifications/scope of work).

The City expects that there will be public engagement and community input into the model set-up.

# **Miscellaneous Submittal Information:**

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<a href="http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM">http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM</a>), the offeror must affirm the offeror'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. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide

documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

Registration of business name (if applicable) with the Secretary of State at <a href="http://sos.mo.gov/business/startBusiness.asp">http://sos.mo.gov/business/startBusiness.asp</a>

Certificate of authority to transact business/certificate of good standing (if applicable)

Taxes (e.g., city/county/state/federal)

State and local certifications (e.g., professions/occupations/activities)

Licenses and permits (e.g., city/county license, sales permits)

Insurance (e.g., worker's compensation/unemployment compensation)

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.

# 5. PRICING PAGE

The offeror shall provide a firm, fixed price/percentage for **Growth Impact Study** services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract. The offeror shall provide an original contract period price/percentage and a maximum price/percentage for each potential renewal period.

Line Item	Description	Original Contract Period Firm, Fixed Price/ Percentage	1 <sup>st</sup> Renewal Period Maximum Price/ Percentage	2 <sup>nd</sup> Renewal Period Maximum Price/ Percentage	3 <sup>rd</sup> Renewal Period Maximum Price/ Percentage	4 <sup>th</sup> Renewal Period Maximum Price/ Percentage
1	Firm, Fixed Price/Percentage for ???	\$%	<u>\$%</u>	\$%	\$%	\$%

Add any additional line items as needed but please follow the above format.

# **EXHIBIT A**

# **OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

Provide a brief company history including, but not limited to, the following:

Total number of years in business.

Total number of years performing collection services.

Total number of years of experience with large governmental entities.

Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

Indicate whether the offeror or the offeror's principals have other interests or relationships that might conflict with or compromise the requirements herein.

Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.

Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

Provide anything further needed in regards to Offeror Information that will be used in the evaluation.

# **EXHIBIT B**

# **CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name:					
Reference Information (Current/Prior Services Performed For:)					
Name of Reference Company/Client:					
Address of Reference Company/Client:					
Reference Contact Person Name, Phone #, and E-mail Address:					
Title/Name of Service/Contract					
Dates of Project Initiation and Project Completion: If service/contract has terminated, specify reason:					
Description of Services Performed, such as:  What the offeror did How the offeror did it Results Additional Detail					
Personnel Assigned to Service/Contract (include all key personnel and identify role):					

# EXHIBIT C

EXPERTISE OF KEY PERSONNEL (Copy and complete this table for each key person proposed)

Title of Posit	tion:
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	

# **EXHIBIT D**

# **METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Provide specific questions needed in regards to Method of Performance that will be used in the evaluation of method of performance evaluation.

# **EXHIBIT E**

#### NOTICE TO OFFERORS

# Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at: <a href="http://www.dhs.gov/e-verify">http://www.dhs.gov/e-verify</a>

# EXHIBIT E, Continued CITY OF COLUMBIA, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530 RSMo (FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of	) )SS.							
State of	)							
My name is			I	am	an	authorized	agent	O
	(Bidder). Th	is business is en	rolled and	particij	oates in	a federal worl	k authoriz	zation
program for all employees wo	rking in conne	ection with servi	ces provid	led to th	ne City	of Columbia.	This bus	siness
does not knowingly employ any	y person who i	s an unauthorize	d alien in c	connect	on with	the services b	eing prov	ided
Documentation of participati	on in a federa	al work authori	zation pro	o <b>gram</b> i	s attac	hed to this af	fidavit.	
Furthermore, all subco	ntractors work	ing on this contr	act shall a	ffirmati	vely sta	ite in writing i	n their co	ntacts
that they are not in violation o	f Section 285.	530.1 RSMo an	d shall not	thereat	ter be i	n violation. A	Alternativ	ely, a
subcontractor may submit a sw	orn affidavit ι	under penalty of	perjury th	at all ei	nploye	es are lawfully	present i	in the
United States.								
	A	ffiant						
	_							
	P	rinted Name						
Darsonally appeared before me	o Motory Duk	lia within and t	For the Cou	untry of				
Personally appeared before me	, a Notary Pub	ine, within and i	of the Cot	ility of				
State of Missouri, the person	_, whose signet	ura annaara ah	DED C	ONAL	IV AN	ID KNOWN	TO ME	ANID
ACKNOWLEDGED, that sign							TO MIL	ANL
Subscribed and sworn to me th	ie	day of			20			
My Commission expires					, 20_	·		
wy Commission expires		, 20	<u> </u>					
			(Nota	ry Publ	ic)			

# **EXHIBIT F**

# **MISCELLANEOUS INFORMATION**

# **Employee/Conflict of Interest:**

Charter Number (if applicable)

	Offerors who are elected or appointed officials or employees	• • • • • • • • • • • • • • • • • • • •		
	subdivision thereof, serving in an executive or administrative			
	105.450 to 105.458, RSMo, regarding conflict of interest. If			
	organization is currently an elected or appointed official or a	in employee of the City of Columbia or any		
	political subdivision thereof, please provide the following in	formation:		
	Name and title of elected or appointed official or			
	employee of the City of Columbia or any political	!		
	subdivision thereof:			
	If employee of the City of Columbia or political			
	subdivision thereof, provide name of City or political	!		
	subdivision where employed:			
	Percentage of ownership interest in offeror's			
	organization held by elected or appointed official or			
	employee of the City of Columbia or political	%		
	subdivision thereof:			
	subdivision increof.			
Dogica	tration of Business Name (if applicable) with the Missouri Se	paratory of State		
	fferor should indicate the offeror's charter number and comp			
		•		
	Additionally, the offeror should provide proof of the offero	č č		
	ary of State. If the offeror is exempt from registering with the M	*		
351.57	72, RSMo., identify the specific section of 351.572 RSMo., which	ch supports the exemption.		

Company Name

If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: