

CONSULTING AGREEMENT
Term and Supply Contract

THIS AGREEMENT made and entered into on this 22 day of December, 2011, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and the **MIDWEST ADP**, 3923 South Lynn Court, Independence, MO 64055, hereinafter called "Consultant".

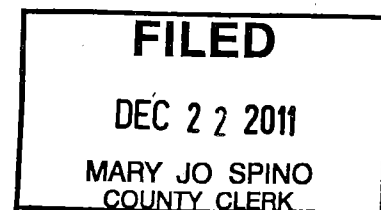
WITNESSETH:

WHEREAS, County solicited formal written proposals on Request for Proposals No. 46-11 to provide consulting services for the Jackson County Municipal Court related to providing a diversion program to assist offenders who have been cited for driving under a revoked license to reinstate their driving privileges; and,

WHEREAS, by Resolution No. 17743, dated November 21, 2011, the County Legislature did award a twelve-month term and supply contract, with two twelve-month options to extend, to Consultant for the furnishing of a diversion program for use by the Jackson County Municipal Court, under the terms and conditions of RFP No. 64-11; and,

WHEREAS, Consultant and County have agreed to be bound by the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Consultant respectively promise, covenant, and agree with each other as follows:



1. This Contract shall be binding when it is signed by the County's Director of Finance and Purchasing and shall be effective November 28, 2011, until the end of the **12th** consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith. Following the initial term, this contract may be renewed at the agreement of both parties for two additional twelve-month periods, pursuant to the terms and conditions of RFP No. 46-11, unless and until this Agreement is terminated as hereinafter provided.

2. Consultant shall provide services as set forth in the excerpt from Consultant's response to RFP No. 46-11, consisting of 10 pages, attached hereto as Exhibit A and incorporated herein by reference.

3. For its services, Consultant shall be paid fees by the County in accordance with the fee schedule attached hereto as Exhibit B. All fees shall be payable when due upon receipt of Consultant's monthly invoice. Consultant shall also be entitled to provide the same services to clients who will pay for their own participation in the diversion program, also at the rate set out in Exhibit B.

4. Consultant shall bear all of the expenses of its work under this Agreement.

5. Consultant shall work as an independent contractor and not as an employee of County. Consultant shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

6. Consultant shall defend, indemnify and hold harmless the County for loss, damage or liability relating to this Agreement to the extent that such loss, damage, or liability results from the negligence or misconduct of Consultant or its employees, agents or subcontractor.

7. All modifications to this Agreement must be in writing signed by the County's Director of Finance and Purchasing.

8. The laws of the State of Missouri and govern this Agreement.

9. This Agreement shall be binding upon and to the benefit of the successor and assignees of the parties.

10. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement together with the attached Exhibits A and B, incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: Q. Troy Thomas
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

MIDWEST ADP

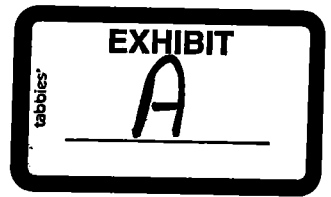
By: Brad Renth
43-1688467
Federal I.D. or S.S.#

REVENUE CERTIFICATE

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

December 21, 2011
Date

Q. Troy Thomas
Director of Finance and Purchasing



06. **APPROACH TO DEVELOPMENT & ADMINISTRATION OF PROGRAM**

Midwest ADP will focus on assistance and accountability in performing the Scope of Services. We will endeavor to assist the defendant to the greatest degree reasonably possible in obtaining his/her driver's license. Finally, we will ensure that the defendant is accountable to the Court by making timely, accurate reporting of successful (or unsuccessful) completion of Program requirements.

Once Midwest ADP is made aware that an offender is eligible for the diversion program, probation staff will meet with the offender at court during the case's court docket to obtain general case information. Midwest ADP will then arrange an initial office appointment for the offender at either our office in Independence or our office in Midtown Kansas City.

From that point forward, Midwest ADP will:

- (1) Evaluate the underlying cause(s) of the suspension/revocation of the offender's driving privilege by obtaining a copy of his/her driving record, and contacting the Missouri Department of Revenue or other appropriate party for guidance, if necessary.
- (2) Meet with the offender and explain in plain terms the underlying causes of the suspension or revocation. Often times this is not straightforward to the offender - frequently this is a contributing factor in revoked or suspended licenses. We will then lay out the incremental steps towards reinstatement for the offender and develop a checklisted plan of action items for the offender to accomplish in order to achieve reinstatement. We will provide the offender with a list of resources to assist with achievement of that plan.
- (3) Require the offender to report back and provide documentation of the progress made on those action items. We will clarify, if necessary, the "where, how and why" of these items and provide additional assistance and coordination with the Department of Revenue or other agencies as applicable.
- (4) Report to the Court in a timely fashion the progress (or lack thereof) with respect to program requirements as outlined by the Court. We will work with Court personnel at the outset and

on a continual basis to provide meaningful, accurate, prompt information in a manner convenient to the Court.

07. **PROPOSED MBE/WBE PARTICIPATION**

Midwest ADP recognizes the benefit to society when MBE and WBE are involved in the economy. However, Midwest ADP is neither Minority-Owned nor Women-Owned, and does not plan to enlist the assistance of a subcontractor to fulfill the obligations and responsibilities of this Request for Proposal.

08. **STAFFING**

Midwest ADP has an experienced, dedicated staff with expertise in court services, probation, and diversionary programs. Further, Midwest ADP has developed a special expertise in dealing with traffic offenders. Midwest ADP plans on drawing from its current staff of 13 probation officers to perform the scope of services of this RFP, and has the financial and administrative ability to recruit, hire, and train additional staff if necessary.

Specifically, the (Items a,c) proposed initial staffing plan for this project includes the involvement of three staff probation officers. Nancy Pulsipher and Charlie Leap are seasoned veterans of Midwest ADP' probation office in Independence and are currently working on the DWS/DWR diversion program in conjunction with Assistant Prosecutors Jeff Keal and Melissa Howard. Abigail Banden has been a part of Midwest ADP probation department since 2009 and currently works with Jackson County probation cases out of Midwest ADP' office in midtown Kansas City. Finally, the overall/administration of the program will be the responsibility of Brad Rentfrow, the Executive Director of Midwest ADP. Brief resumes (Item b) for Ms. Pulsipher, Mr. Leap, Ms. Banden and Mr. Rentfrow are attached.

If additional staff are required to carry out the scope of services for this contract, Midwest ADP will seek out (Item d) qualified candidates without discriminating based on race, religion, color, sex, disability or national origin. General qualifications of applicants for staff positions fulfilling this contract include a bachelor's-level degree in Criminal Justice, Psychology, Sociology, or other closely-related field, and/or experience in the Criminal Justice/Courtroom setting.

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request For Proposal unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request For Proposals. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of services before submitting Request for Proposal; failure to do so will be at the respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Request for Proposal:** A written request for the withdrawal of a Request for Proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the specified time of opening.
2. **Completeness:** All information required by the Request For Proposal must be supplied to constitute a proper response. Respondents shall not alter the Request For Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Proposal in the form requested. The County reserves the right to reject responses with incomplete information or which are presented in a form other than that requested in this Request For Proposal. Responses must be submitted in "hard copy" format. Responses submitted electronically, on computer diskette, or by FAX will not be considered by the County.
3. **Request for Proposal Binding For 90 Days:** Unless otherwise specified all responses submitted shall be binding for ninety (90) calendar days following the Request for Proposal opening date, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Conditional Responses:** Conditional or qualified responses are subject to rejection in whole or in part. All exceptions to the requirements, conditions, scope of services, or other provisions of this Request For Proposal must be made in writing and attached as Exhibit F to the response when it is submitted by the Respondent. The County reserves the right, in its sole discretion, to accept or reject any exceptions that are included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, scope of services and provisions of the Request For Proposal shall prevail.
5. **Questions Regarding General Conditions, Specifications or any other provision of this Request for Proposal:** Any information relative to interpretation of General Conditions, Specifications or any other provisions shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of responses. All questions must be received by the Purchasing Supervisor by **August 23, 2011**. Any interpretation made to prospective Respondents will be expressed in the form of an addendum to the Request For Proposal which, if issued, will be no later than one (1) business days before the date set for the opening of proposals. Addendums to this Request for Proposal will be posted on the County's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each Respondent shall ascertain prior to submitting his response that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein.
6. The County reserves the right to reject any or all responses, to waive technical defects in responses, and to select the response(s) deemed most advantageous to the County.
7. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.
8. **Communications and Notices:** Any written notice to the Contractor shall be deemed sufficient when deposited in the United State Mail postage prepaid; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract, or at such address as the contractor may have requested in writing.

GENERAL CONDITIONS, CONTINUED

09. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

10. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

11. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

12. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

13. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

14. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of any resulting contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

GENERAL CONDITIONS, CONTINUED

14. Continued: Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this Request For Proposals.

15. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination and affirmative action programs.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex, disability or national origin.

16. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a copy of a properly executed Certificate of Authority of a Foreign Corporation authorizing their firm to do business in the State of Missouri.

17. Omissions in Responses: Omission in the response of any provision herein prescribed shall not be construed as to relieve the Contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment/items and services. Any exception to the proposal must be in writing (Exhibit F) and not be omission.

18. Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this Request For Proposal shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.

19. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

20. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under any resulting contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinances and Codes including but not limited to the Americans With Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

21. Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after December 31st of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

GENERAL CONDITIONS, CONTINUED

22. **Applicable Laws and Courts:** Any contract or agreement resulting from this Request for Proposal shall be governed in all respects by the laws of the State of Missouri and any litigation with respect thereto shall be brought in the courts of the State of Missouri. The Respondent shall comply with applicable federal, state and local laws and regulations.

23. **Insurance and Indemnification:** The Contractor shall indemnify, and hold harmless Jackson County and any of its agencies, officials, officers or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents or subcontractors, or caused by others for whom Contractor is liable, regardless of whether or not caused in part by any act or omission of Jackson County, its agencies, officials, officers or employees. Contractor's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Request for Proposal. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

24. **Proprietary Information:** Should the respondent wish to submit proprietary information, it should be included with the submitted proposal in a sealed opaque envelope clearly marked with the words "**CONFIDENTIAL - PROPRIETARY INFORMATION**". The County will take all reasonable efforts to insure the confidentiality of the information is maintained. Such information will be returned to the unsuccessful respondents following execution of the Contract by the successful respondent. Such information submitted by the successful respondent will be returned upon completion or termination of the Contract.

25. This Contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021 (12), sealed bids and related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021 (12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all proposals have been rejected.

INTRODUCTION/BACKGROUND

Jackson County, Missouri is seeking proposals from qualified Respondents to provide and administer a Driving Diversion Program for the Jackson County Municipal Court.

This will be a Twelve (12) Month Term and Supply Contract with Two Twelve Month Options to Extend.

The County Court will be managing driving offenses for those drivers who have between four (4) and nine (9) "driving while revoked" stand alone offenses. For these individuals, the County is interested in working with the individuals to determine why they lost their drivers license to begin with and assisting them in obtaining their drivers license, and prevent reoccurrence.

Because this is a new program, the quantity of clients is unknown at this time. However, it is anticipated that there may be as many as 1,000 "driving while revoked" cases annually that would be directed towards the County's Municipal Court. While all offenders will not be eligible for this assistance, it is anticipated that a reasonable caseload would be approximately 10 - 20 cases per month.

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SCOPE OF SERVICES

The Successful Respondent will perform the following services:

01. Evaluate the root cause of the loss of the driver's license for court identified offenders.
02. Work with the offender to develop a strategy to obtain a legal driver's license.
03. Assist offender in obtaining a legal driver's license.
04. Report to the Court on the progress of the offender obtaining their license.

PROPOSAL FORMAT

Respondent's proposal shall be an original document plus five copies. To facilitate the evaluation of proposals, proposal shall be organized in the following manner:

01. Cover Letter, to include the following identification information:
 - Name
 - Business Name
 - Address
 - Phone Number
 - Email Address
02. All forms contained within this Request for Proposal package, filled out, signed and notarized where necessary.
03. Description of the Respondent's General Background: Provide a brief summary of Respondent's firm, including: (a) year of inception and history; (b) ownership structure; (c) ability to provide the services requested; (d) experience and expertise; and (e) what distinguishes your firm from others that may respond.
04. Experience with Driving While Revoked Diversion Programs: Provide detailed information about previous experience.
05. References: Provide names and contact information of individuals for whom you have worked on similar projects.
06. Approach to Development and Administration of this Program.
07. Proposed Minority-Owned/Women-Owned Business Enterprise (MBE/WBE) Participation: Respondent should indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.
08. Staffing: Provide staffing information, including: (a) proposed staffing plan/organization for this project; (b) resumes of key staff that would be the day-to-day lead for this project; (c) listing of all personnel who would be working on the components of this project, indicating the actual job/service for which each will be responsible; and (d) process for identifying key personnel not yet named.
09. Pricing: Provide the cost to provide these service per participant. Pricing shall include all cost. Pricing shall be provided in a separate, sealed envelope within the Request for Proposal package.

EVALUATION PROCESS

An Evaluation Committee will evaluate all responses and make a recommendation. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.

The County will consider MBE/WBE ownership and/or participation as a component of the "Experience" Evaluation Criteria.

The County will evaluate proposals based upon a variety of factors. The County will use a "best proposal concept" and the lowest cost proposal may or may not be the "best proposal". The County may change criteria and criteria weights at any time including after the due date for proposals.

The County's Evaluation Committee, at its sole discretion, may interview none, one, some or all of the Respondents.

EVALUATION CRITERIA

The Evaluation Committee will consider various factors when evaluating the responses to this Request for Proposal, including but not limited to:

Respondent Qualifications and Experience	40%
References	20%
Pricing	40%

Any Evaluation Criteria or weighting of criteria is used by the County as a tool to assist the County in selecting the best proposal for the County. Evaluation scores or ranks alone do not create a right or expectation to a Contract with the County. Ultimately, the County may choose to contract with any Respondent, regardless of score or rank

CONTRACT NEGOTIATIONS

Upon selection of the successful Proposal, a Contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri, fail to develop and execute a mutually agreeable Contract, and upon a three (3) business day written notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.

The County does not generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal, shall govern.

The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for Proposal. Please note that Respondent's Proposal is subject to Rejection if Exceptions to the County's Standard Agreement are requested.

Respondent must agree to the following standard provisions:

Indemnification: (Contractor) agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of (Contractor) in the performance of the work under this Agreement, to the extent that (Contractor) is responsible for such damages and losses on a comparative basis of fault and responsibility between (Contractor) and the County. (Contractor) is not obligated to indemnify the County for the County's own negligence.

CONTRACT NEGOTIATIONS, CONTINUED

Independent Contractor: (Contractor) shall work as an independent contractor and not as an employee of the County. (Contractor) shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. (Contractor) shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

Confidentiality: (Contractor) acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

Complete Agreement: Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal No. 46-11 and (Contractor's) response thereto constitute the complete and exclusive statement of the agreement between the Parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between Parties relating to the subject matter of this Agreement.

Notices: Any notice which either Party shall be required by this Agreement to give the other shall be in writing and delivered by mail addressed to the respective Parties as follows, or to such other addresses, as the respective Parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Contractor: MIDWEST ADP
ATTN: BRAD BENTON
2923 SOUTH LYNN COURT
INDEPENDENCE, MO 64055

QUESTIONS

All questions regarding this Request for Proposal must be in writing or emailed as detailed under General Conditions, Item Number Five on Page Seven of this Request for Proposal by August 23, 2011. Point of Contact for the Purchasing Department is Barbara Casamento, email address is bcasamento@jacksongov.org. All questions will be answered in the form of Addenda. **FAILURE TO FOLLOW THIS PROCEDURE WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

EXHIBIT A

INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on a "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising Injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

EXHIBIT F

**RESPONDENT'S EXCEPTIONS
TO
GENERAL CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROVISIONS
OF JACKSON COUNTY, MO REQUEST FOR PROPOSAL NO. 46-11**

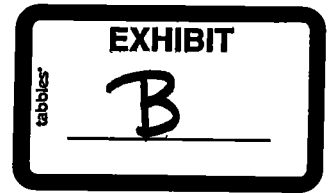
Respondent's attention is directed to Paragraph 4 of the General Conditions on Page 10 of this Request for Proposal
READ THIS PARAGRAPH CAREFULLY.

The following exceptions to the General Conditions, Specifications, Requirements, and Provisions of Request for Proposal No. 46-11 are requested by the undersigned Respondent: (Use additional pages as necessary)

Reference Paragraph # and Page #	Exception Requested
<p>PARAGRAPH #2 EXHIBIT A.</p>	<p>MIDWEST ADP staff carries personal auto insurance on all company-owned vehicles. In addition, Midwest ADP carries a "non-owned" rider on its insurance policy for staff driving their own vehicles for work duties. Midwest ADP requests that the requirement of a <u>commercial</u> auto policy be waived as it is a considerable expense. It should be noted that for the performance of the scope of services, driving is not necessary beyond staff driving to court.</p>

Name of Firm: MIDWEST ADP

Signature of Respondent: *Brend Rontz*



09. **PRICING**

Midwest ADP currently provides DWS/DWR diversions for \$200.00 to self-paying participants who are deemed eligible by the Assistant Jackson County Prosecutors Mr. Jeff Keal and Ms. Melissa Howard.

Midwest ADP will provide the scope of services outlined in this RFP to Jackson County for a contract price of \$150.00 per participant for those participants whose fees are paid for by Jackson County.

Midwest ADP intends on continuing to charge \$200.00 for self-paying DWS/DWR diversion participants.