



Hallsville R-IV School District

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT-RISK

NOTICE

The Hallsville R-IV School District ("District") will accept qualifications for a construction manager at-risk in accordance with RSMo § 67.5050.1 and as described in the attached request. Qualified organizations ("Respondent") are invited to submit five (5) copies of a formal proposal as described herein.

PROPOSAL SHALL BE LABELED

"QUALIFICATIONS-CONSTRUCTION MANAGER AT-RISK"

**AND ADDRESSED TO:
Hallsville R-IV School District
Attn: John Downs
421 E Hwy 124
Hallsville, MO 65255**

**PROPOSALS MUST BE RECEIVED BY:
10:00 AM, Wednesday, April 13, 2022**

**Questions may be directed to:
John Downs
573-696-5512
jdowns@hallsville.org**

**District Information
www.hallsville.org**

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**REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER AT-RISK**

CERTIFICATION FORM

The Hallsville R-IV School District (“District”) will accept qualifications for construction manager at-risk in accordance with RSMo § 67.5050 and as described in the attached request. Qualified organizations (Respondent) are invited to submit five (5) copies of a formal proposal as described herein.

PROPOSAL SHALL BE LABELED

“QUALIFICATIONS – CONSTRUCTION MANAGER AT RISK”

AND ADDRESSED TO:

**Hallsville R-IV School District
Attn: John Downs
421 E Hwy 124
Hallsville, MO 65255**

**PROPOSALS MUST BE RECEIVED BY:
10:00 AM, Wednesday, April 13, 2022**

The District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

The undersigned certifies that he/she has the authority to bind the company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is required to complete, sign and return this form with the proposal.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

PART I: INTRODUCTION AND PROCESS

1. PURPOSE

The District is requesting qualifications from firms to provide a full range of services as Construction Manager at-Risk (CMR) during the planning, design, renovation and construction of school facilities. The District will retain a design firm(s) to provide all architecturally related services, and the CMR will be required to work with the District and design firm(s) during the planning phase, construction document preparation and the construction process.

This Request for Qualifications (RFQ) is the first step in a two-step competitive process by which the District will engage a CMR firm to provide construction management. Step one will consist of a request for qualifications, review of qualifications and selection of a short list of firms who will proceed to step two. ***Respondents are not to include fees, costs or price information in response to this RFQ.***

Step two will consist of a short list of firms asked to submit cost proposals in response to the District's Request for Proposals (RFP), which RFP will be submitted to those firms at the time they are notified they are on the list. The District will interview at least two firms who provide cost proposals before selecting a CMR. Interviews are scheduled to take place on May 11, 2022, between 8:00 AM and 9:00 PM.

Respondents who timely provide their qualifications must understand that if they are selected by the District to provide an RFP, they will be notified by April 21, 2022 and provided a copy of the RFP request. Submission back to the District must be submitted by 10:00 AM on Wednesday, May 4, 2022.

Ownership of all data, materials and documentation originated and prepared for the District pursuant to the RFQ shall belong exclusively to the District and be subject to public inspection in accordance with the Missouri Sunshine Law.

2. INFORMATION ABOUT THE DISTRICT

	Organization	Grade Level Range
Schools	(1) Primary School	Pre-K through 2
	(1) Intermediate School	3 through 5
	(1) Middle School	6 through 8
	(1) High School	9 through 12
Enrollment	Primary School	342
	Intermediate School	337
	Middle School	347
	High School	451
	TOTAL	1,477

Current Budget 2021-2022	\$16,151,864
Tax Levy (est.) 2022	\$4.9539
Bonded Indebtedness (est.)	\$9,785,000

For more information about the District, visit our website www.hallsville.org

3. SCOPE OF SERVICES

The selected firm shall provide construction manager at-risk services related to the following:

- (a) Planning, designing and construction of classroom wing addition to existing Hallsville Middle School of approximately 15,000 SF.
- (b) Planning, designing and construction of athletic track and other renovations and improvements at the District stadium complex.
- (c) Planning, designing and construction of renovations to other existing District buildings.
- (d) Planning, designing and construction of additional projects related to bond and district capital planning during bond process.

4. TIMELINE FOR PROCESS

The timeline listed below is the District's estimation of time required to complete the selection process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary:

Board Action – Notification of intent to utilize Construction Management At-Risk	March 16, 2022
1 st Published Advertisement of RFQ	March 23, 2022
2 nd Published Advertisement of RFQ	March 30, 2022
RFQ Due	April 13, 2022, by 10:00 AM
Names of Parties That Submitted RFQs Publicly Opened and Read Aloud	April 13, 2022, 10:01 AM
Notification of Firms Asked to Submit RFP	April 21, 2022
RFP Due	May 4, 2022, by 10:00 AM
Parties That Submitted RFPs Publicly Opened and Read Aloud	May 4, 2022, 10:01 AM
Interviews Conducted	May 11, 2022
Board of Education Decision/Approval	May 18, 2022

Communications with Board members and/or other District staff in an effort to influence the outcome of the CMR selection process at any stage is prohibited and will result in rejection of the proposal.

5. SELECTION CRITERIA

Respondent's qualifications will be evaluated on the following criteria:

- Respondent's overall experience as a construction manager at risk
- Respondent's experience as a construction manager at risk of educational projects, specifically of similar size, type and complexity as related to the scope
- Experience of the overall project team as it related to the project superintendent, project manager, pre-construction/estimating services and others specifically assigned to project
- District's prior experience in working with respondent and/or project team members
- Proven experience maximizing local contractor participation in bid package selection.
- School District References
- Other References
- Respondent's safety record

- The methodology and practices to be used by Respondent in managing and executing the project
- Proximity to and familiarity with the geographical area in which the project shall be located
- Respondent's financial strength

Proposals will be evaluated to determine which firm best meets the needs of the District. Information given in the proposal, Section II, 1, 2, & 3, will be used to evaluate information needed for selection.

Under no circumstance should your qualifications include any proposals of fees, costs, or prices.

6. REVIEW PROCESS

Following the deadline, the selection committee shall evaluate the qualifications. The period of evaluation of the qualifications may be extended. Firms will be evaluated according to their response to the RFQ.

PART II: INSTRUCTIONS TO RESPONDENTS

1. QUALIFICATIONS

In addition to the signed Certification Form, the following information shall be included in a proposal:

- A. Basic Information: Single page executive summary of firm profile:
Name of firm(s)
Contact person (phone, e-mail, fax, etc.)
Direct mailing address
Overview of firm history
- B. Firm Personnel Profile:
Experience and credentials
Manager of services to be assigned to District
Support personnel overview
- C. Firm Experience Profile & Contacts (list contacts & phone number)
Listing of Missouri Public School Districts
Listing of other Illinois, Iowa, Arkansas & Kansas Public School Districts
- D. Provide a copy of firm's most recent Annual Financial Report
- E. Include a two paragraph executive summary of rationale describing why your firm should be selected by the District.
- F. Specify and be prepared to show proof of the level and type(s) of insurance carried to cover errors and omissions, improper judgment, or negligence.
- G. Felony Conviction Notification Form
- H. Federal Work Authorization Program (E-Verify) Addendum
- I. Federal Work Authorization Program Affidavit
- J. Completion of the one-page Firm Information Sheet, attached hereto as Appendix A.

2. SUBMITTING A RESPONSE

In submitting qualifications, the Respondent agrees to provide the services in accordance with the project scope. The successful Respondent will enter an agreement with the District in a form acceptable to the District which sets forth the terms herein.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, Respondents should clearly limit responses to the specific criteria in the order listed.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic delivery of proposals will not be considered. The District is not responsible for lateness or non-delivery by the United States Postal Service or other

carrier to the District. The time and date recorded by the District shall be the official time of receipt. Proposals are to be prepared at no cost to the District and will remain the District's property.

3. RESPONSE REQUIREMENTS

The formal response shall contain the following information, in the following sequence and format:

1) Title Page

2) Letter of Introduction

3) Table of Contents

4) Firm Profile and Philosophy

All of the information submitted should be related to the Construction Manager At Risk Respondent. Do not include information for any sub-consultant in this section. Sub-consultant information is to be included in Section 9.

5) Approach to Planning and Design and Project

In detail, describe your firm's planning process and how you propose to include District administration, professional staff, the Board of Education, and community representatives.

Describe how you will approach Construction Management At Risk for the District under the auspices of RSMo. 67.5050

6) Personnel Assigned to the Project

Identify the names of any personnel (prime and sub-consultants) who will be members of the actual project team, and identify their level of experience with K-12 projects.

7) Experience with Similar Projects

Provide information about your firm's experience on K-12 projects, and your overall qualifications to carry out educational projects closely related to District projects. Please provide project descriptions, locations, and color photos of relevant projects that have occurred in the past seven (7) years. All of the projects submitted should be projects completed by the Respondent. Specifically identify construction at risk projects you have completed.

8) Consultant References

Provide a reference list from five (5) recent K-12 projects. Include district name, contact name, and telephone numbers. All of the references submitted should be projects completed by the Respondent. Do not include references for any sub-consultants that may be included on your team.

9) Information on Other Sub-Consultants Your Firm Will Employ for this Project

Please include relevant information including: Firm(s) history and profile, philosophy, specialization, experience, and references – for subconsultants that are permitted to be retained other than through the statutory bid/proposal process required by RSMo. 67.5050

(continued)

10) Additional Information

Provide accurate information on any of the following: Litigation within the most recent five (5) years involving school districts; contract terminations within the most recent five (5) years; any outstanding judgments; and sub disputes within the most recent three (3) years.

11) Digital Copies of Response

Provide a digital copy of each proposal in all proposal packets.

Detailed plans, proposals, fees and schedule(s) are not requested by the School District as part of this solicitation and are not to be included in your response. Should your firm be selected to interview, fee information must be submitted separately at that time. If you are selected, then at that time but not before, please provide in a SEPARATE envelope marked "Fees & Conditions", a contract with all conditions, all fees and general conditions that could be charged separately.

4. CONTRACT NEGOTIATIONS

Only after the submission of responses to requests for proposals will the District attempt to negotiate and contract for the services described in this RFQ solicitation as contemplated by RSMo. 67.5050. If an agreement cannot be reached with the first selected firm, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached or the District decides it will not enter an agreement with any firm. The District reserves the right to contract with no firm if deemed by the School Board to be in the best interest of the District.

FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with District must advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ **Fax Number:** _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute § 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent verified by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute § 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute § 285.530, and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

I, _____ being of legal age and having been duly sworn upon my oath and state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter “Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2016.

NOTARY PUBLIC

My commission expires:

PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS

The following terms and conditions shall govern the proposal of qualifications and subsequent contracts

1. SCOPE:

See Part I, Paragraph 3 of the RFQ.

2. DEFINITIONS AS USED HEREIN:

- (a) The term “request for qualification” or RFQ means a solicitation of a formal and sealed qualification.
- (b) The term “respondent” or “firm” means the person or entity submitting a formal sealed qualification.
- (c) The term “District” or “School District” means the Hallsville R-IV School District.
- (d) The term “School Board” means the governing body of the District.
- (e) The term “Contractor” means the respondent awarded a contract under this RFQ.

3. COMPLETING PROPOSAL:

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the qualifications submitted by the successful respondent will become part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION:

Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the District in the form of an addendum addressed to all prospective respondents. Verbal responses and/or representations shall not be binding on the District.

5. CONFIDENTIALITY OF QUALIFICATION INFORMATION:

Except as otherwise provided by law, all proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of the Hallsville R-IV School District and will be part of the public record.

6. PROPOSAL OF QUALIFICATIONS:

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents. Proposals received after the date and time indicated on the Certification Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal deadline. Each respondent may submit only one (1) response to this RFQ.

7. NEGOTIATION:

The District reserves the right to negotiate any and all elements of this RFQ. The District will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). The

contract and approach to the GMP (including without limitation the construction contingency) must be acceptable to the District. If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached or the District decides not to enter an agreement.

8. TERMINATION:

Subject to the provisions below, any contract derived from this RFQ may be terminated by the District upon thirty (30) days advance written notice to the CMR; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

(a) **TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

(b) **TERMINATION FOR CAUSE**

Termination by the District for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

9. TAX EXEMPTION:

The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished with the State of Missouri.

10. SAFETY:

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes. Contractor shall be responsible for the safety of the Project and Site.

11. RIGHTS RESERVED:

The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the proposal deemed to be most advantageous to the District. The District reserves the right to use the services of multiple firms. The District reserves the right to contract with no firm if deemed in the best interest of the District.

12. RESPONDENT PROHIBITED:

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this RFQ or any resultant agreement or its rights, title, or interest therein or its power to execute such

agreement to any other person, company or corporation without the previous written approval of the District.

13. DISCLAIMER OF LIABILITY:

The District, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

14. HOLD HARMLESS:

The Contractor shall agree to protect, defend, indemnify, and hold the School Board, Hallsville R-IV School District, its officer, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives in the performance of the Contractor's duties under any agreement resulting from award of this RFQ.

15. LAW GOVERNING; PUBLIC WORKS REQUIREMENTS:

All contractual agreements shall be subject to, governed by, and construed according to the laws of this State of Missouri. In addition to and not in limitation of the foregoing, any resulting agreement shall provide for and the Contractor shall comply with all public works requirements, including prevailing wage, payment/performance bonding, drug testing, construction training, Everify, Anti-Discrimination Against Israel certification, etc. Contractor shall also comply with all of District's background check requirements.

16. ANTI-DISCRIMINATION CLAUSE:

No respondent of this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

17. CONFLICT OF INTEREST:

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of this District and no member of the School Board shall have a financial interest, direct or indirect, in the contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of the contract no person having such interest shall be employed to work on this project.

18. INSURANCE:

The Contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

(a) PROFESSIONAL LIABILITY

Professional liability insurance protection must be carried by the Contractor, for the duration of the contract, in the minimum amount of \$1,000,000 each claim/\$2,000,000 aggregate, including errors and/or omissions.

(b) COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate:	\$5,000,000

Policy must include the following conditions:

**Contractual Liability
Independent Contractors
Additional Insured: Hallsville R-IV School District**

(c) AUTOMOBILE LIABILITY

Policy shall protect the Contractor from claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicles. The limits of auto liability shall be the same as required in the Commercial General Liability section. The District shall also be named as an additional insured under the policy.

(d) POLLUTION LIABILITY

General Contractor and or subcontractors shall be required to carry Contractor's Pollution Liability with limits not less than \$1,000,000. Policy shall include coverage for mold.

(e) WORKERS' COMPENSATION

This insurance shall protect the Contractor against all claims under applicable State Workers' Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

Before entering into contract, the successful respondent shall furnish to the District Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract respondent in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by certified mail with receipt to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed ten percent (10%) of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Hallsville R-IV School District
421 E Hwy 124
Hallsville, MO 65255

19. COSTS

All costs incurred in the preparation of the proposal to this RFQ shall be the sole responsibility of the respondent.

APPENDIX A

FIRM INFORMATION SHEET

Name of Respondent	
Primary Contact	
Title	
E-mail	
Telephone	
Number of Employees	
Ownership Structure / Form of Business	
Ownership Structure	
Address	