



LEGAL NOTICE

REQUEST FOR BID
SEALED BID 14-088

For

Grass and Weed, Rubbish and Board-up Abatement Project

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Grass and Weed, Rubbish and Board-up Abatement Project**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**Sealed Bid 14-088 Grass and Weed, Rubbish and Board-up Abatement Project**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 3/27/2014 at 10:00 AM, in room **523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

A pre-bid meeting is scheduled for 03/20/2014 at 11:30 AM, in room **431** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

Bid results may be obtained by faxing a request to the St. Charles County Purchasing Department at 636-949-7589, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Inquiries about this request should be made to:

St. Charles County Government
Purchasing Department
201 North Second Street, Room 541
St. Charles, Missouri 63301
Phone: (636)949-7465
purchasing@sccmo.org

Technical inquiries about this request should be made to:

Arthur Genasci, Director of Neighborhood Preservation
St. Charles County Government
Community Development Department
201 North Second Street, Room 412
St. Charles, Missouri 63301
Phone: (636)949-7346 ext 7280
agenasci@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **03/21/14**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location.
- When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) 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 (**E-Verify**) 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 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)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

OPEN RECORDS

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Certification

The contractor understands and agrees that by signing the Bid document, the contractor certifies the following:

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

If the contractor is found to be in violation of this requirement or applicable federal, state and /or local laws and/or regulations, and if the County of St. Charles has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the County.

The contractor agrees to fully cooperate with any audit from federal, state, or local auditor or investigation by federal, state, or local law enforcement agencies

BID SPECIFICATIONS

The Neighborhood Preservation Division of St. Charles County Government is seeking proposals for the removal of weeds, high grass, or unsightly plant growth, the removal of rubbish, and the board-up and/or securing of private property as ordered by the division.

SCOPE OF PROJECT

The Contractor shall furnish all supervision, technical personnel, labor and materials, machinery, tools, equipment, to include hauling, and perform and complete all work required for the cutting of weeds, high grass, and unsightly plant growth and removal of all materials, limbs, rubbish, debris, specified plant material, the board-up and/or securing of private structures, and any/all supplemental work required for the completion of the project, all in strict accordance with the specifications attached, and in compliance with all policies and procedures of regulatory agencies; on violation sites within unincorporated Saint Charles County, Missouri, when and as designated in notices to proceed issued pursuant to paragraph 8 of the General Conditions, below.

GENERAL CONDITIONS

1. Proposal

The proposal shall be made on a form of proposal and delivered in a sealed envelope, and received in the Finance Office on or before the time specified above.

2. Procedures

Any proposal may be withdrawn prior to the specified time for opening or any authorized postponement thereof. No proposal received after the specified time will be considered. St. Charles County reserves the right to waive any informalities or minor defects in the proposals or proposal procedures.

3. Qualifications

The County reserves the right to require the successful bidder to file proof of their ability to properly execute the project together with their record of successful completion of similar projects. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

4. Acceptability of Proposals

The County reserves the right to reject any and all proposals submitted, or to advertise for new proposals at a later date if all proposals are rejected; and accept up to three (3) of the lowest and best proposals. The County reserves the right to defer the acceptance of any proposal and

the execution of a contract for a period not exceeding forty five (45) days after the date of the opening of the proposals.

5. Execution of Contract

The bidder to whom the contract has been awarded shall sign four copies of the contract and return them to the County within ten (10) days after receipt of the contract. Failure to execute the contract and return them to the County within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award.

6. Insurance

Worker's Compensation and Employer's Liability: The successful contractor shall maintain insurance coverage for Worker's Compensation with statutory limits and Employer's Liability coverage with limits no less than \$500,000 during the life of the contract.

Automobile, General Liability and Property Damage: The Contractor shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract: \$500,000 for bodily injury or death to any one person and \$1,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least \$500,000. A Combined Single Limit Policy in the amount of \$1,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County.

The Contractor agrees to furnish Saint Charles County with a Certificate of Insurance naming it as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation. Such certificates shall be supplied to the county at the time of the award.

The County's approval or acceptance of such certificates of insurance shall in no way release or relieve the respective contractor from any responsibility, liability or obligation.

It shall be the contractor's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

7. Indemnification

The Contractor shall indemnify, protect and hold harmless St. Charles County, Missouri, from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workers' compensation law or under any plan for employees' disability or death benefit which may arise out of or be caused by the fault, failure, negligence or alleged negligence of the Contractor, its agents, servants or employees in the performance of this contract.

8. Commencement of Work

The contractor shall commence work within two (2) working days after the date of "Notice to Proceed", sent via email from the Division of Neighborhood Preservation and the contractor shall complete all work within two (2) working days, weather permitting.

9. Omissions or Errors

Bidders may not use omissions or errors in this Request for Proposals to their advantage. The owner reserves the right to issue new instructions correcting any such errors or omissions, which new instructions shall be treated as if originally included.

10. Conditions of Work

This Request for Proposals (including the Contract form) contains the available information about the work and the conditions pertaining thereto. Information obtained from any office, agent, or employee of the St. Charles County or from any other person, excepting a "Notice to Proceed" issued pursuant to Paragraph 8, will not relieve the Contractor from assuming all risks and obligations pertaining to the work, nor from fulfilling the conditions of the Contract. Bidders are required to satisfy themselves as to the accuracy of any estimated quantities, and must thoroughly review the Specifications, including Addenda, if any, before submitting a proposal.

11. Payment

Grass and Weeds: The Contractor will be paid a per hour rate for mower, weed eater, edging, and grass clipping removal with a separate rate for brush hog work. This rate shall include the labor for operating the equipment, fuel for all equipment utilized to perform the work and any equipment necessary to perform the work. All related dumping fees for the clippings and rubbish removal will be reimbursed at actual cost of dumping fees from the landfill upon submittal of the receipt from the landfill together with contractor's invoice. No additional fuel surcharges will be accepted for the length of the initial contract.

Rubbish: The Contractor will be paid a per hour rate for Contractor's work to remove rubbish. All related dumping fees for the clippings and rubbish removal will be reimbursed at actual cost of dumping fees from the landfill upon submittal of the receipt from the landfill together with contractor's invoice or unit rates for a 20-cubic-yard dumpster, 30-cubic-yard dumpster and/or 40 cubic-yard dumpster (as applicable) as provided in Paragraph 2 of the Contract. No additional fuel surcharges will be accepted for the length of the initial contract.

Board-up: The Contractor will be paid a per square foot price for the boarding-up of structure openings or a per hour rate for securing a structure without having to board up.

12. Subcontractors

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County.

13. Guarantee

The Contractor shall guarantee all work performed to be free from defects of materials and workmanship prior to final acceptance.

14. Documents

The Request for Proposals and the completed Contract form, form the contract.

15. Amendments

The contract may not be amended during its term.

16. Laws and Regulations

The bidder's attention is directed to the fact that all applicable state laws, County ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as through herein written on in full.

17. Taxes

Bidders shall include in their proposals any sales or use taxes which they are required by law to pay.

18. Billing

1. Each contractor shall include within the bid a minimum response charge that will be used for any projects taking less than one (1) hour to complete.
2. Contractor billing shall be in 15 minute increments after the first billable hour.
Example: project took 1 hour and 15 minutes to complete - the county is billed 1.25 hours at the hourly rate.
3. Billing hours start from the time the contractor arrives at the site and starts work and ends upon completion of work. There will be no compensation for drive time except as noted in addendum #4 below.
4. Drive time may be included in billable hours for travel time to the dump to dispose of rubbish for a project.
5. Billing on all projects will be based on the size of the crew submitted within your bid.
Example: if your bid states a crew of two (2) to cut grass then your billable hours are for a maximum of two (2) employees.

TECHNICAL SPECIFICATIONS

Grass and Weeds:

1. Cut all weeds, high grass and unsightly plant growth on the property to a height of 3 inches to 4 inches. If cuttings do not mulch to a point where they are no longer visible, they shall be removed and properly disposed to a landfill or recycling center that is approved and accepts such material.
2. Properties with weeds, high grass and unsightly plant growth, including saplings, 2 feet tall or greater in height may require cutting with a brush hog.
3. Cultivated flowers and gardens are excluded from cutting.
4. All trash and rubbish must be removed prior to cutting. Any cut up paper, plastic or other trash left as residue shall be collected in trash bags and removed and properly disposed to a landfill or recycling center that is approved and accepts such material.
5. Where structures are located on properties, areas not accessible by the mowers or tractors must be trimmed using smaller equipment.

Rubbish:

1. Remove from property and premises all items considered rubbish as directed by the Director of the Neighborhood Preservation, or his designee in the “Notice to Proceed” issued pursuant to Paragraph 8 in the General Conditions listed above.
2. All trash and rubbish collected shall be removed and properly disposed to a landfill or recycling center that is approved and accepts such material.

Board-up:

1. The board-up of any/all openings of a structure(s) on private property as directed by the Director of Neighborhood Preservation, or his designee, with a minimum of half inch oriented strand board (OSB) or half inch plywood, securely fastened to the structure with corrosion resistant screws 2 inches from all corners and 12” o.c. around the perimeter of the board-up and painted white or beige or the same color as the structure’s siding or trim or as directed by the Director of Neighborhood Preservation, or his designee. Oriented strand board (OSB) shall be installed with the smooth surface facing out.
2. Securing a structure without boarding-up may consist of screwing door(s) shut, repairing locks and locking, installing a padlock or other method as direct by Director of Neighborhood Preservation, or his designee in the “Notice to Proceed” issued pursuant to Paragraph 8 in the General Conditions listed above.

Draft

CONTRACT

THIS CONTRACT is made this _____ day of _____, 2014 by and between ST. CHARLES COUNTY MISSOURI (hereinafter "County" and _____ (hereinafter "Contractor"), for provision of cutting and hauling services, rubbish abatement, board-up abatement, and securing structures by Contractor subject to the following terms and conditions.

1. Contractor agrees to provide cutting and hauling services, rubbish abatement services, and board-up abatement services as described in "General conditions of the Request for Bids" incorporated herein, when and as requested by Notices to Proceed issued pursuant to "General Conditions of the Request for Bids" paragraph 8, in consideration for payments by County stated below in Paragraph 2 of this Contract.
2. County agrees to pay Contractor:
 - a. _____ dollars/hour in consideration for cutting and hauling services identified under "Grass and Weeds" in "General conditions of the Request for Bids" incorporated herein, which funds shall be drawn from general funds of the County.
 - b. _____ dollars/hour for Contractor's work and at _____ dollars/per 20-cubic-yard dumpster, _____ dollars/30-cubic-yard dumpster, and/or _____ dollars/40-cubic-yard dumpster (as applicable) in consideration for rubbish abatement/ hauling services identified under "Rubbish" in "General conditions of the Request for Bids" incorporated herein, which funds shall be drawn from general funds of the County.
 - c. County agrees to pay Contractor _____ dollars/per square foot for Contractor's work in consideration for board-up abatement services and at _____ dollars/hour in consideration for securing a structure without boarding up as identified under "Board-up" in "General conditions of the Request for Bids" incorporated herein, which funds shall be drawn from general funds of the County.
 - d. County agrees to pay Contractor all dumping fees for grass clippings and rubbish removal at actual cost of dumping fees from the landfill upon submittal of the receipt from the landfill together with contractor's invoice.
3. County and Contractor agree that all other terms and conditions of this Contract shall conform to the provisions of "General Conditions of the Request for Bids" incorporated herein.
4. County and Contractor agree that this Contract and "General Conditions of the Request for Bids" attached to and incorporated in it constitute their whole agreement.
5. Except as otherwise provided below, this Agreement terminates on _____, but County shall have the option of renewing this Agreement for two additional terms of one year each, on the same terms and conditions of this agreement.

6. This Agreement may be terminated by either party hereto at any time by giving thirty (30) days prior written notice to the other. For purposes of this provision, Notice shall be given as follows:

To County: Director, Neighborhood Preservation Division, St. Charles County Department of Community Development, 201 North Second Street, Room 412, St. Charles, Missouri 63301; and

To
Contractor: _____ [name, title]
_____ [address]

The parties agree that amounts due and owing at the time of the Contract's termination shall be paid.

ST CHARLES COUNTY, MISSOURI
100 North Third Street
St. Charles MO 63301

By: _____ By: _____
County Executive

ATTEST:

By: _____
Ruth Miller, County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this ordinance is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Director of Finance

Date

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

BID FORM

SB 14-088

Grass and Weed, Rubbish, and Board-up Abatement Project

(Bidder name)

Submits the following bid for this project:

Grass and Weeds:

Hourly Rate \$ _____

Brush Hog hourly rate\$ _____

(Hourly rate(s) shall include all labor for performing work excluding dumping fees.)

Minimum response charge \$ _____

Rubbish:

Hourly labor rate \$ _____

(Hourly rate shall include all labor for performing work excluding dumping fees.)

Minimum response charge \$ _____

Size of a crew: _____

Charge for dumpster:

20 yard \$ _____

30 yard \$ _____

40 yard \$ _____

Board-up:

Price per square foot \$ _____

Hourly Rate to secure without boarding up \$ _____

Minimum response charge\$ _____

Authorized signature

Date _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all bid terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to _____

(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that
_____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the _____

(Describe project or insert bid number)

for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(Day) (Month & Year)

Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date