



## LEGAL NOTICE

### REQUEST FOR QUALIFICATIONS SEALED PROPOSAL 14-106

For

**Probationary Services for Municipal Court**

For

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

St. Charles County is seeking Statement of Qualifications for **Probationary Services for Municipal Court**. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving ninety (90) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

## INSTRUCTIONS

One [1] signed original and one [1] signed copy of the statement of qualifications must be received in a sealed envelope plainly marked “**14-106 Probationary Services for Municipal Court**” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the statement of qualification must sign it in blue ink.

Statements of Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541 St. Charles, MO 63301 prior to **4/30/2014 at 2:00 PM**.

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

## INQUIRIES

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

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

## **Prohibited Communication**

***Contact with any representative, other than through the procedure outlined in the section titled “Proposal Inquiries”, concerning this request is prohibited PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Proposal Opening may be disqualified at the sole discretion of St. Charles County.***

## TERMS AND CONDITIONS

- No additions, deletions, corrections, or adjustments will be accepted after submissions are opened.
- The electronic version of this proposal/RFQ 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 proposal/RFQ 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.
- An authorized officer of the company submitting the response must sign all copies, in blue ink.
- Vendors must submit two [2] signed copies of their statement of qualifications; one is to be an original and so marked.
- Prices for services should not be included in submitted responses
- St. Charles County will not award any proposal 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 submissions received after the designated time of the receipt of the sealed statements will not be opened.
- The successful firm is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All firms must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the firm best qualified and capable of performing the desired work, subject to successful contract negotiations.

### **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 proposal 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 proposal 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 proposal becomes a public record subject to the Missouri Sunshine Law when a contract is executed or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

## REQUEST FOR QUALIFICATIONS

St Charles County is seeking **Qualification Proposals** for probation services for its St. Charles County Municipal Court. The goal of the probation program is to offer two levels of probationary services appropriate to the conditions which an offender receives as a sentence or as a condition of an alternate to incarceration by order of the St. Charles County Municipal Court. These services include supervised probation and limited supervised probation. The probation services fees are paid by the offenders.

The selected probation agencies will be used in rotation to provide probation services to offenders. Each level of probation may have its own rotation list, or all levels may be in a single rotation list, at the option of the Judge of the Municipal court. A probation service must offer both of the levels of probation. No upfront fees can be paid for these services by the County. All fees are paid by the offender. At no time shall County be liable for any unpaid fees by a Defendant. The County Municipal Court will enter into a contract for the probation services to serve on the list for a **three year period** beginning on the date of the signing of the contract.

Probation Services interested in being considered should prepare a packet of information on their company that includes:

- Size of company and breakdown of company services offered
- Experience in probation programs
- List key staff that would be assigned to the County Court's work
- Provide samples of reports to be submitted by prosecutor and/or court or description of said reports.
- Any other pertinent information the company feels should be presented to give County staff the best opportunity to make an informed decision

Attached hereto is a list of the levels of probation and fees.

The RFQs will be reviewed by staff. Companies meeting the acceptable standards will be invited to participate in the list of probation services used in the County Municipal Court rotation. The selection of the award of contract is at the sole discretion of the County Municipal Court.

## LEVELS OF PROBATION

### Definitions:

**Supervised Probation**- Monthly office visits by defendant and close monitoring of the defendant by the probation office to track the defendant's compliance with the terms of probation. Any and all arrests or technical violations shall be reported monthly to the Court and Prosecutor throughout the probation at the supervised level. The defendant's record will be run every sixty days and any violations shall be reported immediately to the prosecutor. If the Defendant successfully completes the first six months of the Supervised Probation, the amount of contact required may be backed down to the same as Limited Probation. Should a Defendant assigned to Supervised Probation violate his probation by arrest or technical violation, he may not thereafter be followed by Limited Supervision with an appearance before the court.

**Limited Supervised Probation**- Contact to ensure Special Conditions of Probation are fulfilled. The Defendant's record will be run every ninety days and thirty days prior to the defendant's probation ending date.

### FEES FOR SERVICES:

**Supervised Probation:                      \$600.00**

**Limited Supervised Probation:      \$150.00 + \$25.00 for every Special Condition set forth in the order over the first special condition.**

### EXPECTATIONS:

Probation Officers must be available for contact with the prosecutor or court during normal business hours.

Probation Officers must be available to court for hearings as needed by the prosecutor.

A representative must be present at a minimum of three courts dates a month.

Violation reports must be submitted in a timely manner to both prosecutor and court.

Request that community service hours be verified by the probation officer on all cases.

Thirty to sixty days prior to expiration of probation, a Discharge Recommendation must be submitted to prosecutor which includes defendant's name and case number(s), and states whether the defendant has complied with all conditions of probation.

## Exception Sheet

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL**

**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 proposal terms and conditions)

Date: \_\_\_\_\_



**AFFIDAVIT OF WORK AUTHORIZATION**

The proposer/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as  
\_\_\_\_\_(Position/Title) first being duly sworn on my oath, affirm  
\_\_\_\_\_(Business Entity Name) is enrolled  
and will continue to participate in the E-Verify federal work authorization program with respect to  
employees hired after enrollment in the program who are proposed to work in connection with the  
services related to contract(s) with the County for the duration of the contract(s), if awarded in  
accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_  
\_\_\_\_\_(Business Entity Name) does not and will not knowingly  
employ a person who is an unauthorized alien in connection with the contracted services provided to  
the contract(s) for the duration of the contract(s), if awarded.

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.)

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**