



**LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 14-107**

**For**

**Grease Interceptor Replacement-Criminal Justice Center**

**For**

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

St. Charles County is seeking bids for **Grease Interceptor Replacement-Criminal Justice Center**. 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 ninety (90) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**14-107 Grease Interceptor Replacement-Criminal Justice Center**” 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 5/7/2014 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.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **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

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

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
201 North Second Street, Room 541  
St. Charles, MO 63301  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

**For questions or inquiries concerning the specifications please contact:**

Don Maas, Maintenance Supervisor  
Facilities Management Department  
St. Charles County Government  
300 North Second St, Room 101  
St. Charles, Mo. 63301  
Fax: (636)949-3014  
[dmaas@sccmo.org](mailto:dmaas@sccmo.org)

**A pre-bid meeting will be held at the Criminal Justice Center located at 301 N. Second Street, St. Charles, Mo. 63301 at 10:00 am on Wednesday, April 23, 2014.**

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **3:00 PM** on **4/29/2014**. 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 PRIOR TO BID 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 Bid Opening 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 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 bids received after the designated time of the receipt of the sealed bid 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 bid 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.
- The Contractor must comply with all provisions of the Prevailing Wage Law under **Annual Wage Order #20 as amended 1/23/2014** for this project. The contractor will forfeit a **penalty** to the County of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (see section 290.250, RSMo). **Certified payroll shall be submitted with request for payment.**

➤ **INSURANCE:**

The successful bidder must agree to provide and maintain during the life of the Contract the insurance(s) listed below, in the minimum amounts specified, with an insurance company licensed to do business in the State of Missouri. All policies must name the County as an additional insured and provide for thirty (30) days written notice prior to any material changes or cancellation.

Workers Compensation: Statutory limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.

Comprehensive General Liability (including automobile): Limits of no less than \$1,000,000/3,000,000/1,000,000 per occurrence or \$3,000,000 CSL.

➤ Reliance

Seller acknowledges that it is and that buyer relies upon seller as an expert, fully competent in all phases involved in producing, testing and developing, installing, modifying, altering, reconditioning, stocking, servicing and integrating the equipment and/or systems furnished hereunder, and in training of buyer personnel.

In this context, seller agrees that it will not deny any responsibility or obligation to buyer on the ground that any such phase was originated or accomplished by buyer. Seller shall be responsible for the equipment and/or systems furnished hereunder as though said phases as set forth above were originated and accomplished by it.

More specifically, and without limiting the above, buyer in originating, furnishing or approving any specification, drawing, plan, change, schedule or other document or part thereof, or any test report, or in accepting any systems, neither accepts responsibility for, nor relieves seller from the performance of all terms and conditions of the Request For Proposal, and any contract that may be awarded. Any such acts by buyer shall not modify, impair or abrogate any rights of buyer under this Request For Proposal and any subsequent contract.

Indicate acceptance of the all Bid Instructions  
Terms and Conditions

---

### **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 and E-Verify MOU signature page 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.

## **BID SPECIFICATIONS**

**Solicitation** St. Charles County Government is seeking bids for a Contractor to Replace the existing Grease Interceptor located in the St. Charles County Criminal Justice Center located at 301 North Second Street in St. Charles, Missouri. The Contractor shall perform the work as per the following specifications:

### **General Conditions**

- The Contractor must possess the appropriate State, Local, and Municipal business licenses to perform the specified work.
- The Contractor must comply with all Federal and State Employment / Labor regulations including those from the U.S. "Occupational Safety and Health Administration".
- The Contractor must provide all applicable Insurance Certificates to the County upon the award of the bid.
- The Contractor must specifically claim any exclusions or deviations from the bid specifications in the space provided on the Exception / Deviation sheet.
- The County will obtain all applicable permits as required for the Contractor to perform the contracted work at the St. Charles County Criminal Justice Center.
- The Contractor must perform all work between the hours of 7:30 am and 4:00 pm on regular work days.
- The Contractor must guarantee their work for a period of 1 year after substantial completion of the project. The Contractor must provide a written statement of warranty for the work performed in addition to the manufacturer's warranties provided.
- The Contractor must supply all labor, materials, and equipment as required to perform the work in a responsible and safe manner. The Contractor must provide the appropriate protective materials to minimize the impact of the executed work on the Criminal Justice Center. The Contractor will be responsible to repair / restore any damage that occurs to the Criminal Justice Center as a result of the contracted work performed.
- The Contractor shall provide references for at least two similar projects performed during the last four years. Said references shall be included with the submitted bid and include detailed project descriptions as well as contact information for representatives of the property owners.
- The Contractor shall not perform any additional work that would result in an increase in the contract value between the Contractor and the County without specific authorization from the Owner's Representative.

### **Scope of Work**

- The Contractor will be responsible for pumping out the existing Grease Interceptor before any other work is performed. For clarity, the County will shut the water off to all applicable kitchen sinks and equipment that discharge waste water into the grease interceptor.
- The Contractor will disconnect all existing connections and remove the existing model # 8465T05 steel grease interceptor manufactured by the Jay R. Smith Manufacturing Company of East Montgomery, Alabama.
- The Contractor will remove the existing grease interceptor from the Boiler Room of the Criminal Justice Center and dispose of it offsite in a legal and appropriate manner.

- The Contractor will break the existing floor around the existing discharge pipe as required to expose the first sound joint or drain pipe (without any pin holes) downstream from the existing Grease Interceptor.
- The Contractor to provide and install a model # PATG-3628 Grease Interceptor as manufactured by the Schier Products Company of Edwardsville, Kansas. The model # PATG-3628 is a product of their "Trapper II Series" of wet inlet polyethylene grease interceptors. The model # PATG-3628 is rated for 100 GPM flow, 350 lb grease capacity, 110 gallon liquid capacity, and has a smaller dimensional footprint than the existing Schier model # 8465T05 grease interceptor that is currently in service.
- The Contractor must verify that the new grease interceptor will fit on the existing concrete housekeeping pad. The Contractor will be responsible for any expansion of the housekeeping pad if necessary to position the grease interceptor in an appropriate manner.
- The Contractor shall rework all inlet and outlet piping as required to properly connect the new Grease Interceptor to the existing piping in the Boiler Room utilizing cast iron pipe and cast iron fittings with heavy duty banding. The Contractor will provide all piping materials required to perform the contracted work.

### **Acceptance of Work / Project Closeout**

- The Contractor will fill the new Grease Interceptor with water as required to verify the integrity of the new Grease Interceptor and associated connections to the existing piping in the Boiler Room.
- The Owner will return all applicable kitchen sinks and equipment to service such that they will discharge waste water into the grease interceptor. The Owner and the Contractor will check the integrity and operation of the new grease interceptor and associated piping.
- If appropriate, the Owner will provide the Contractor with a notice to proceed with the restoration of the concrete floor around the discharge piping of the grease interceptor.
- The Contractor will pick up all work related debris and broom sweep the work site. The Contractor must dispose of all work related debris in a legal and appropriate manner.
- The Contractor must provide the Owner with a statement of appropriate disposal for the existing grease interceptor and all waste and debris generated during the execution of the project.



**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**

**14-107**

**Grease Interceptor Replacement-Criminal Justice Center**

**BID OPENING DATE: 5/7/2014 at 10:00 AM**

Total Cost to perform all work as contained within the specifications \$ \_\_\_\_\_

Make and Model of replacement unit bid \_\_\_\_\_

**Number of days to complete project** \_\_\_\_\_

**Customer References** (Similar work performed during the last 5 years)

1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exclusions or deviations claimed by Contractor (if any) must be explained on the **Exception Sheet** included in the bid packet.

\_\_\_\_\_  
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**

The bidder/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**

**EXHIBIT A**

**ST. CHARLES COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME