



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 14-121**

For

Broemmelsiek Park Windmill and Tower

For

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

St. Charles County is seeking bids for **Broemmelsiek Park Windmill and Tower**. 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. . All bid prices submitted must be guaranteed for ninety (90) days.

BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked "**14-121 Broemmelsiek Park Windmill and Tower**" 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 05/27/2014 at 2:00 pm 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 Department at 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

For questions or inquiries concerning the specifications please contact:

Joseph James, ASLA
Park Planner
St Charles County Government
Parks & Recreation Department
201 North Second Street
Suite 510
St Charles, MO 63301
Fax 636-949-7538
jrjames@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 **05/21/14** 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 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 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 taxes, fees or 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 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.

Insurance

Worker's Compensation and Employer's Liability: The successful contractor and each subcontractor shall maintain a policy of Worker's Compensation insurance, or be a qualified self-insurer, providing Statutory limits and Employer's Liability coverage with limits of no less than \$500,000 during the life of the contract.

Automobile, General Liability (including products and completed operations) and Property Damage: Minimum coverage to be maintained by Contractor and each subcontractor in the amount of \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence. Coverage for completed operations shall also be included. Property damage coverage of at least \$1,000,000 shall be maintained. In the alternative, a Combined Single Limit Policy in the amount of \$3,000,000 shall be maintained. 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 policy must specifically state that the coverage, as it pertains to the County, shall be primary; that any or all insurance carried by an additional insured is strictly excess and secondary, and will not contribute to the Contractor's policy.

The Contractor and each subcontractor agree to furnish Saint Charles County with a Certificate of Insurance naming them 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.

General Conditions for Execution of Contract

- The Contractor shall supply all labor and material as required for the execution of the contract.
- The Contractor shall comply with all Federal and State Employment / Labor regulations including those from the U.S. "Occupational Safety and Health Administration".
- The Contractor shall provide all applicable Insurance Certificates to the County upon the award of the bid.
- The Contractor shall specifically claim any exclusions or deviations from the bid specifications. The Contractor shall submit any such exclusions or deviations with their proposal.
- The Contractor is responsible for obtaining all installation permits for the project as required. The Contractor shall include the cost of all permit fees in their proposal submitted to the County.
- The Contractor shall complete the project within 90 days after the contract has been awarded by the County.
- 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.**

Bid Specifications

Historic Agriculture Style Metal Windmill and Tower

General Description: To provide St. Charles County Parks Department with an Historic Agriculture Style Metal Windmill and Tower at Broemmelsiek Park located at 1615 Schwede Rd, Wentzville, MO 63385 as per specifications called for herein.

Requesting bids for an approximately 25' Metal Windmill with Tower. The windmill should have vintage appearance, to be used for aesthetic purpose only. It's going to be located in a newly developed Agriculture Educational Garden Area of Broemmelsiek Park. Specifications must meet or exceed the Aermoder Model A802 8' Windmill and Model A/21 21' Galvanized Tower.

Acceptable alternative equipment will be considered in the bid, provided that minimum specifications are met.

Any alternative equipment or deviation from this specification that is not specifically noted in the bid can be justification for rejection of the bid.

Windmill Specs

	Indicate Yes or No if Product Bid Met or Exceeds Spec
8' Diameter Windmill	_____
Garlock Bearing	_____
Domestic Ductile Iron Castings	_____
Domestic Galvanized Sheet Metal	_____
Self Furling Design	_____
100% New or slightly used materials	_____
Minimum 10 year warranty	_____
"St. Charles County Parks" painted on tail of windmill	_____

Tower Specs

**Indicate Yes or No if
Product Bid Met or
Exceeds Spec**

21' Height Galvanized Tower	_____
1.5"-2" x 1.5"-2" Galvanized Angle Iron legs	_____
Rated to withstand winds up to 120 mph	_____
Galvanized expanded metal platform	_____
100% New or slightly used materials	_____
Minimum 10 year warranty	_____

Bid prices shall include shipping to: Broemmelsiek Park, 1615 Schwede Rd., Wentzville, MO 63385

All Bids shall include installation instructions for windmill and tower

Provide Bid Alternate: Installation of Windmill and Tower At Broemmelsiek Park

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 14-121

Broemmelsiek Park Windmill and Tower

(Bidder name)

Submits the following bid for this project:

Total Price for Windmill and Tower

\$ _____

Alternate Bid for Installation of Windmill and Tower At Broemmelsiek Park

\$ _____

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 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

Proposal Response from (please complete)

Name of Company or individual

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