



**LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 14-132**

**For**

**Painting of Family Arena Lobby Restrooms and Inner Concourse Walls and Doors**

**For**

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

St. Charles County is seeking bids for **Painting of Family Arena Lobby Restrooms and Inner Concourse Walls and Doors**. 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 “**14-132 Painting of Family Arena Lobby Restrooms and Inner Concourse Walls and Doors**” 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 6/18/2014 at 10:00 AM** , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

We strongly encourage vendors to attend a **pre-bid walk through** held at the Family Arena on **6/10/2014 at 10:30 a.m.**

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:**

Greg Milam, Director of Operations  
St. Charles County Family Arena  
2002 Arena Parkway  
St. Charles, Missouri 63303  
Fax: (636)896-4205  
[gmilam@familyarena.com](mailto:gmilam@familyarena.com)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **6/12/2014**. 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 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.
- 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 be endorsed to include naming the County as an additional insured, a Waiver of Subrogation and a provision for thirty (30) days written notice of cancellation or material change. A copy of the endorsement (s) must accompany a Certificate of Insurance to be provided prior to the commencement of any work.

Workers Compensation: Statutory limits, as required by the statutes of the State of Missouri and Employer's Liability with limits, is 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.

- Bonds: If deemed necessary by St. Charles County, one or both of the following Bond types may be required:

Performance Bond- A 100% Performance and Payment Bond in favor of the Owner. The Security Co. representing Contractor must be authorized to do business in the State of Missouri and be approved by Owner.

Bid Bond- A 5% deposit of the bid total, presented in the form of a cashier's check, Certified check, or bid bond, made payable to St. Charles County.

**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 soliciting bids from Respondents that are qualified, responsible, and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained herein.

**General Description:** Paint the lobby restrooms and inner concourse suite walls and suite doors of the St. Charles County Family Arena

### **Scope of work:**

#### Part 1: General

1.1 DESCRIPTION: The work consists of furnishing the materials and painting the interior of Main Lobby Restrooms and Main Concourse Inner Walls and Doors of The Family Arena at 2002 Arena Parkway St. Charles, Mo.

Contractor shall perform all necessary prep, including but not limited to: Repair and prime of all damaged surface area, cleaning surfaces, caulking joints, puttying of defects and nail holes, and masking and protecting of non-painted surfaces/materials. Contractor shall prime all surfaces as required. Contractor shall clean-up all overspray, and remove all waste and rubbish created by the work, and leave the job site in a manner acceptable to the project Owner.

1.2 LOCATION: The job site is located at 2002 Arena Parkway in the City of St. Charles, Missouri.

1.3 GENERAL: Contractor shall maintain a clean, safe, and workman-like job site. At the conclusion of the work, contractor shall clean up and remove all waste and rubbish created by the work, and leave the work site in a manner acceptable to the Owner. Unless otherwise stated in this document, the contractor shall supply all materials, supplies, tools, equipment, and labor to perform the work described in these specifications.

1.4 WORK LIMITS: Contractor shall confine work area to interior of building, and storage of materials to an area not to exceed 30 feet beyond the front entry of the building. Contractor shall at all times conduct his operations to ensure that County personnel have access to the job site. Work hours shall be between 8:00 AM to 4:00 PM. No work on weekends or holidays, without approval of Owner.

1.5 PROJECT CONDITIONS: Apply finish materials when temperature is 50 degrees F or above. Apply finishes only when the air is free of dust that would speck the finish.

1.6 SUBMITTALS & CLOSEOUT: Contractor shall submit color samples for approval prior to beginning work. At the end of the work, contractor shall provide an unopened, labeled, one-gallon can of paint of each type/color used.

Part 2: Products

2.1 PRODUCTS:

Paint for Family Arena:

Walls: High quality, 100% acrylic latex, Sherwin Williams 7604

Filling Compounds:

Use only high quality, no shrink materials, which have been approved.

Caulk:

Use only high quality, paintable, permanently flexible, acrylic latex caulk.



## 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**

**14-132**

**Painting of Family Arena Lobby Restrooms and Inner Concourse Walls and Doors**

**BID OPENING DATE: 6/18/2014 at 10:00 AM**

**Painting of restrooms, suite walls and suite doors (Include labor, materials, equipment rental, etc...) Total Price \$ \_\_\_\_\_**

**Adder for Performance and Payment Bond \$ \_\_\_\_\_**

**Total Bid Price \$ \_\_\_\_\_**

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

**Customer References** (Similar work performed during the last 24 months)

- 1) \_\_\_\_\_  
\_\_\_\_\_
- 2) \_\_\_\_\_  
\_\_\_\_\_
- 3) \_\_\_\_\_  
\_\_\_\_\_

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**