



## **LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 13-082**

**For**

**OUTGOING MAIL SERVICE**

**For**

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

St. Charles County is seeking bids for **OUTGOING MAIL SERVICE**. 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 three (3) 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 13-082 OUTGOING MAIL SERVICE**" 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 4/9/2013 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**

All 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  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

**Technical inquiries concerning the specifications should be made to:**

Kathy Bull, Printing/Mail Supervisor  
St. Charles County Government  
Facilities Management-Building Services  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-1895  
[kbull@sccmo.org](mailto:kbull@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 **4/02/2013**. 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 [or Proposal] Inquiries”, concerning this request is prohibited PRIOR TO BID [OR PROPOSAL] OPENING. 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 prior to Bid [or Proposal] 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 County, with the consent of the vendor, shall have the option to renew said contract for three (3) 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 entity within the St. Charles County 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. 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.

## BID SPECIFICATIONS

St. Charles County requests Mail Service Company bids on the following items:

The requirements for Mail Service Company (MSC) bidders are:

1. Pick-up outgoing U.S. Mail at least once daily (249 business days annually) between **4:15 - 4:45 p.m.** from:

St. Charles County Government Administration Building  
Department of Facility Management-Building Services Mailroom  
2nd Floor, Room 239  
St. Charles, MO. 63301

County government buildings close at 5:00 p.m. No mail pickup will be scheduled when St. Charles County offices are closed in recognition of the following holidays. A list of specific dates will be provided upon bid award:

January	New Year's Eve Martin Luther King Jr.	September	Labor Day
February	President's Day	October	Columbus Day
May	Memorial Day	November	Veteran's Day Thanksgiving & Friday after
July	Independence Day	December	Christmas Eve Christmas Day

2. MSC takes responsibility to correct the postage date on St. Charles County Government's outgoing mail, at no cost to the county, in the event that the MSC does not pick up outgoing posted mail by the close of business at 5:00 p.m. Failure to pick up mail daily may result in termination of contract. In the event that county offices close early or do not open due to inclement weather conditions, the county will contact MSC to determine a solution for pickup (and postage date correction if necessary) of metered mail. Such means of contact should be noted and if after hour numbers are available those should be provided.
3. MSC must pick up all outgoing U.S. Mail, that which is barcode able, as well as Full Pay (flats, packages, no postage necessary, and previously posted items). Full pay mail shall be picked up at no extra charge. All mail is for same day presentation to the United States Post Office.
4. MSC will presort and barcode all mail to take advantage of all available U.S. Postal Service discounts and provides same day presentation to the United States Post Office. MSC will maximize potential savings by commingling St. Charles County Government mail when presorting to increase the county's presorting qualification rates. Such commingling shall **NOT** delay the delivery of any pieces of mail to final destination.

5. MSC will provide timely notice to county of any upcoming increases in postage rates.
6. MSC is asked to provide pricing for services that may, on occasion, be requested but are not typical of the everyday needs of St. Charles County Government. Such “occasional needs” include, but are not limited to: folding, inserting, tab sealing, addressing and bar coding of post card mailings and other special projects, and use of MSC’s permit.
7. MSC will supply St. Charles County Government with mail tubs and trays as they are needed for the purpose of preparing outgoing mail.
8. Any MSC fees or charges that are not a part of the specification charge section and additional services offered by vendor must be specified in detail in the “other services/charges” section.
9. MSC shall provide “all risk” insurance covering lost mail or destruction of items in commercially reasonable amounts that are acceptable to the County. (Contractor to identify under separate cover and submit with bid).
10. MSC shall provide a detailed description of their security measures, disaster recovery plan, and contingency plans for emergencies including natural or man-made disasters, and equipment failure. The intent is to ensure that all mailings shall be completed within the contracted timelines and, in the event of emergency, that the MSC has an adequate plan for processing and/or secure holding of mail pieces.
11. The County reserves the right to negotiate with individual bidders for the purpose of clarifying their bids and to negotiate future amendments or additional services needed during the term of the contract.
12. MSC must guarantee the rates in this bid for one year from date of final signing with an option for up to three (3) one-year extensions by agreement of both parties.
13. Proposals submitted are understood to contain a warranty that all articles are in strict conformity with the requirements of the specifications.
14. On failure to furnish promptly any service specified in the contract St. Charles County reserves the right to purchase same service with another vendor.



## ST. CHARLES COUNTY GOVERNMENT MAIL QUANTITIES

St. Charles County currently processes mail for 49 departments/divisions (cost centers). Additional cost centers may be added in the future. Due to fluctuations in quantity, the following numbers should not be construed as guaranteed quantities.

Estimated Mail Volume:

Daily	1,650 pieces
Monthly	36,000 pieces
Annually	445,000 pieces (2012 volume 449,000)

During peak times, the monthly average may be as high as 47,000 (tax and/or election mailings and other special mailings).

Mail Service Companies responding to this bid must enter a cost in each section or enter 'No Cost' in the section for bid. If this section is not completed correctly, St. Charles County Government has the right to reject the bid. Any charges not indicated must be entered under Other Services/Charges and explained in detail by line item.

### SECTION #1

Contractor shall offer the following target rate for First Class pieces (if unit is not provided, MSC should mark as per applicable unit or flat rate charge:

Up to one ounce:	\$_____per piece
Two ounces:	\$_____per piece
Three ounces:	\$_____per piece
Each additional ounce:	\$_____per piece (list out)

Postage amount which county should apply (pre-meter) each piece prior to pick up:

Up to one ounce:	\$_____per piece
Two ounces:	\$_____per piece
Three ounces:	\$_____per piece
Each additional ounce:	\$_____per piece (list out)

Contractor's additional charges on items as follows:

Flats (barcode able)	\$_____per piece
Post Cards	
Barcode only	\$_____per piece
Address & Barcode	\$_____per piece
Encoding for unreadable mail	\$_____per piece

Processing Fee per piece for  
First-Class permit mailings  
(Ex: tax receipts, election cards) \$\_\_\_\_\_per piece

Postage rate resulting from  
Mail preparation process \$\_\_\_\_\_per piece

Use of MSC permit for  
Occasional mailings \$\_\_\_\_\_

List here any additional details/requirements concerning use of MSC permit:

Folding	\$_____
Inserting	\$_____
Tab Sealing	\$_____

**Other Services/Charges**

St. Charles County Government will not pay additional fees not identified in this request for proposal. Please indicate all other possible charges that could result when processing county mailings. (List each separately) \$\_\_\_\_\_

Contractor shall be responsible for any residual postage costs based on mutually agreed and approved OCR readable fonts.

Submit monthly invoice, which at a minimum must include:

- Total number of presort & barcode able pieces submitted
- OCR readable pieces
- Non-readable pieces

\*\*MSC shall submit two copies of a second detailed invoice (one to Finance and one to specific department) for permit mailings, postcard addressing & bar coding, and other special projects within 15 working days. Detailed billing shall include:

- Permit #
- Mail Piece Description (to allow identification of issuing dept. and specific item sent for cost center reconciliation)
- Quantity Mailed
- Date Mailed
- Postage Fee
- Processing / Handling Fee
- Department (if so identified)

## SECTION #2

Permit Mailings – Several St. Charles County departments use USPS mailing permits to post a variety of mail pieces. Currently we hold permits issued by the St. Charles and St. Peters post offices. County departments using their own department permits with sufficient postage available on permit will need to be processed and dropped at the post office where permit is issued within 2 business days maximum. **Tax receipts mail not processed in a timely manner results in duplicate mailing and additional unnecessary postage which may need to be reimbursed by the MSC.** The County may consider the use of a Company permit as defined in section 604 5.3.9 of the Domestic Mail Manual to post mail if it would be of benefit to county departments. Please indicate below in detail how mailings issued under a Company permit would be processed. Also indicate any differences in cost to the county for the use of a Company permit.

**Mailings using a Company permit will be processed as follows:**

## 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: \_\_\_\_\_

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«Bid\_Number» «Title»

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Family Arena

**Bid Response from (please complete)**

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**Name of Company or individual**

**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