



**LEGAL NOTICE**

**REQUEST FOR QUALIFICATIONS  
13-137**

**For**

**EDUCATIONAL CONSULTANT**

**For**

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

St. Charles County is seeking Statement of Qualifications for an **Educational Consultant**.

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 thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

## INSTRUCTIONS

One signed copy of the Statement of Qualifications must be submitted via email to [kmandernach@sccmo.org](mailto:kmandernach@sccmo.org) or to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301 prior to **Monday, July 29, 2013 at 2:00 P.M.**

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

## 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  
[kmandernach@sccmo.org](mailto:kmandernach@sccmo.org)

## TERMS AND CONDITIONS

- No additions, deletions, corrections, or adjustments will be accepted after submissions are opened.
- All delivery costs or charges must be included in the F.O.B. destination proposal price.
- 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 one (1) signed copy 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 taxes, fees or licenses.
- Sealed submissions received after the designated time of the receipt of the sealed statements will be considered as “No Proposal” and “Void” and 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 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 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 FOR EDUCATIONAL CONSULTANT

The St. Charles County is requesting qualifications for an Educational Consultant

Close attention should be paid to the requirements included in the Scope of Services.

County staff will review each proposal received, and qualifications will be evaluated on the following:

- A. The specialized experience and technical competence of the firm with respect to the type of services required;
- B. The capacity and capability of the individual or firm to perform the work in question, including specialized services, within the timeframes proposed for the completion of the project;
- C. The past record of performance of the individual or firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- D. The proximity to and familiarity with the area in which the project is located
- E. References. A minimum of four is desired. Other local government agencies preferred.
- F. Current workload and demonstrated ability to complete the research.
- G. The project approach to the written description of the proposed services.
- H. Estimated schedule to perform all aspects of services described in the included "Scope of Services".
- I. Completed Audit Clause for Contracts.

After a review of submissions, a limited number of firms may be invited in for an interview. If an interview is held, the purpose will be to allow both the consultant and the County to ask questions pertaining to the contemplated work and services to be provided. Whether or not interviews are held, the chosen consultant must be prepared to start within one business day after notification of their selection to submit a firm price proposal and schedule.

## SCOPE OF SERVICES

### 1. GENERAL

The Consultant will provide research and advise on educational finance issues. The consultant must be available July 30, 2013 through August 22, 2013

### 2. COMPENSATION

The selected Consultant will be compensated by lump sum payment based on the fee negotiated for the services described herein. Payment will be made within 30 days of the submitted invoice after completion of work delivered and approved.

Consultant shall not be in default under this Contract for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; civil disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Contract. Should such circumstances occur, Consultant shall give County written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustments to the Consultant's compensation.

## 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**