



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 13-178**

For

Roofing System Inspection and Repair

For

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

St. Charles County is seeking bids for **Roofing System Inspection and Repair**. 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 two (2) 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 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 “**13-178 Roofing System Inspection and Repair**” 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 12/05/2013 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, **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

Technical inquiries concerning the specifications should be made to:

Jim Irlander, Assistant Director
Facilities Management Department
St Charles County Government
300 North Second St, Room 101
St. Charles, Missouri 63301
Fax: (636)949-3014
jirlander@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 **11/26/2013**. 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 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 County, with the consent of the vendor, shall have the option to renew said contract for two (2) 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.
- Vendors must submit three [3] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in 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.
- Time of delivery, installation and system implementation is part of the consideration and must be stated in definite terms if different than listed above, as this must be a factor in making the award. If time varies on different items, the bidder shall so state. It is anticipated that the contract awarded to the successful bidder will include penalties for deadlines that may be missed as a result of acts or omissions of the supplier.
- The bidder shall hold St. Charles County, their officers, agents and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used under this bid call.
- **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 \$3,000,000CSL.

- 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 cashiers check, Certified check or bid bond, made payable to the Owner.

- 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.

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.

ROOFING SYSTEM INSPECTION AND REPAIR SPECIFICATIONS

St. Charles County Government is seeking bids for the inspection and repair of various types of roofing systems for the Facilities Department of St. Charles County Government. The Vendor must itemize labor rates and a material mark-up rate such that inspection and repair of the various roofing systems can be performed on a time and material cost basis when such work is authorized by the County.

General Conditions:

- **The Contractor is not required to submit a Bid Bond or a Performance Bond as defined in the above “Terms and Conditions”.**
- 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 and include any exclusions or deviations from the bid specifications with the proposal submitted.
- The Contractor must complete the Qualification Form in its entirety as provided in Appendix A of this document. The Qualification Form will be utilized by the County to verify that the Contractor is capable of inspecting and repairing the various roofing systems that are currently in service at the County facilities.
- The Contractor must directly employ all personnel that are utilized by the Contractor to inspect and repair the County roofing systems. With advance notice and under special circumstances, the Contractor may be allowed to request a variance to this self-performance requirement.
- The Contractor must warrant all modifications and repairs to the roofing systems for a minimum period of one year. The Contractor’s workmanship and material warranty must be provided in addition to all applicable manufacturers’ warranties.
- The County reserves the right to utilize various Contractors to inspect and repair roofing systems as required to serve the best interest of the County. For example, a Contractor must be factory certified to seal penetrations or repair a roofing system under warranty such that the factory warranty remains in effect.
- The County reserves the right to solicit proposals for major roofing repair and replacement projects at anytime during the term of this agreement as required to serve the best interest of the County.
- The Contractor shall not claim any exclusive rights to the inspection and repair of any or all of the County’s roofing systems.
- The County anticipates that the total annual level of repair expenditures under this agreement will remain below \$20,000. The County is providing this information solely for the convenience of the Contractor. The County does not intend to definitively state or guarantee any minimum or maximum level of expenditures under this agreement.

Quoting Labor Costs:

- The Contractor must quote hourly rates for regular, overtime, and holiday pay for both Journeymen and Foremen. The quoted labor rates shall include all charges for overhead expenses such as but not limited to employment taxes, insurance, hand tools, portable power tools, and light duty trucks.
- The Contractor shall also quote pay rates for any positions that the Contractor utilizes in addition to the aforementioned Journeymen and Foremen.
- The Contractor must specifically disclose any operational practices that will impact the cost of the County's roof inspections and repairs. For example, a Contractor must disclose if they implement a safety program that requires the Contractor to dispatch a minimum of two employees for every service call.
- The Contractor must not charge the County any flat rate service call fee or any form of fuel surcharge in addition to the labor rates charged. The Contractor must include these costs in the hourly pay rates quoted.
- The Contractor shall quote a percentage increase for labor rates to be charged in the 2nd Year relative to the labor rates quoted by the Contractor for the base year.
- The Contractor shall quote a percentage increase for labor rates to be charged in the 3rd Year relative to the labor rates quoted by the Contractor for the base year.

Quoting Material Mark-Up:

- The Contractor must specifically quote the percentage mark-up that the Contractor will charge the County for all materials it purchases or utilizes for the repair or modification of a roofing system. The Contractor shall charge the County for the Contractor's cost plus the quoted percentage mark-up for all materials utilized during the repair or modification of a roofing system.
- The Contractor must maintain its purchase records for a minimum period of two years such that the records are available for audit upon the written request of the County.

Debris Removal and Site Restoration:

- The Contractor must leave the work site in the same condition as that found by the Contractor before any work was performed.. The Contractor is responsible for moving and distributing any roof ballast materials as required for the Contractor to perform the necessary work.
- The Contractor must remove and dispose of all debris, installation materials, and adhesives according to all Local, State, and Federal regulations.
- The Contractor must provide an appropriate certificate of disposal for the subject debris upon request of the County.

Alternate Bid - Roof Audit:

The County may request that the Contractor perform a roofing system audit that includes a complete inspection and formal submission of a report documenting the condition of an existing roofing system. Said audit would be used as a preventative measure to identify deficiencies and suggest repairs to the roofing system in order to extend the useful life of the roofing system. The cost of the audit will be calculated by multiplying the Contractor's quoted audit rate per square foot by the total area of the applicable roofing system.

The Contractor must include the following minimum information and suggested proactive measures in a bound report submitted to the County at the conclusion of the audit:

- Stated Condition and Deficiencies of Roof Deck
- Stated Condition and Deficiencies of Insulation
- Stated Condition and Deficiencies of Roof Membrane and Seams
- Stated Condition and Deficiencies of Flashings
- Photographs as required to support key points of the roof audit
- Drawing of the subject roof containing a plan view / layout of the roof
- Multiple Year Budget Summary for suggested repairs and replacements
- Itemized list of conditions that require urgent attention
- Recommendation of diagnostic methods that need to be utilized in addition to visual observations to accurately evaluate the condition of the roofing system. Such diagnostic methods Include but are not necessarily limited to:
 - Removing Core Samples from the roofing system
 - Exposure of the roof deck to verify suspicious conditions
 - Thermal Imagery of roof to identify wet areas
 - Moisture probing of roof to verify wet areas

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: _____

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: _____

Company: _____

Alternate Bid – Roof Audit

Formal documented Audit of Roofing System \$ _____ per square foot of
Subject Roofing
System

Authorized signature

Date _____

Appendix A - Contractor Qualification Form

Business References

- 1) _____
- 2) _____
- 3) _____

Roofing Systems

	Qualified (Y / N)	Certifications held by Contractor
EPDM Rubber	_____	_____ _____
Modified Bitumen	_____	_____ _____
Built-Up Bitumen	_____	_____ _____
Composite Shingle	_____	_____ _____
Thermoplastic	_____	_____ _____
Metal Panels	_____	_____ _____
Slate	_____	_____ _____

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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