

BILL NO.: 14-0926

ORDINANCE NO.: 14- 0420

INTRODUCED BY: COUNCIL MEMBER(s) Reuter

1           **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
 2           **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
 3           **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
 4           **PROPOSALS FOR ELEVATOR REPLACEMENT PROJECT; AND**  
 5           **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**  
 6           **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**  
 7           **AWARD OF THE BIDS AND PROPOSALS.**

8           **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to  
 9 certain Invitations for Bid and Requests for Proposals issued by the County received bids  
 10 and proposals for the following items or services:

11	<u>BID NAME</u>
12	Elevator Replacement Project
13	<u>NUMBER OF BIDS RECEIVED</u>
14	2
15	<u>DATE OF BID OPENING</u>
16	9-5-14

17           **WHEREAS**, after reviewing the bids and proposals set forth above, the  
 18 Department of Public Works has determined that certain bids and proposals represent the

**FILED**  
 SEP 25 2014  
**WES WAGNER**  
 COUNTY CLERK OF JEFFERSON COUNTY, MO

1 lowest and best bid for the respective items or services and met the bid or proposal  
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best  
4 interest of the County to award the bids and proposals to EA Boyer Building & Design,  
5 Inc. for a term from 09-22-14 to 09-21-15 upon approval by the County Council and  
6 County Executive for the total amount up to **\$206,130.00** subject to budgetary  
7 limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**  
9 **COUNCIL, AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are  
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor  
12 bidding for each respective item or service as follows:

13	<u>BID NAME</u>
14	Elevator Replacement Project
15	<u>TERM</u>
16	09-22-14 to 09-21-15
17	Upon approval by the County Council and County Executive
18	<u>AMOUNT</u>
19	Up to <b>\$206,130.00</b>
20	subject to budgetary limitations
21	<u>AWARDED BIDDER</u>
22	EA Boyer Building & Design, Inc.

1           Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
2 County Executive to execute the agreement incorporated by Reference as Exhibit “A”  
3 and any agreements or contracts necessary to effectuate the award of the bids and  
4 proposals set forth in this Ordinance. The County Executive is further authorized to take  
5 any and all actions necessary to carry out the intent of this Ordinance. An unexecuted  
6 copy of the Agreement is attached hereto as Exhibit “A” and incorporated herein, by  
7 reference.

8           Section 3.     Copies of all Invitations for Bid, Requests for Proposals, responses  
9 thereto, and any contracts or agreements shall be maintained by the Department of the  
10 County Clerk consistent with the rules and procedures for the maintenance and retention  
11 of records as promulgated by the Secretary of State.

12           Section 4.     This Ordinance shall be in full force and effect from and after its  
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
14 shall not affect the remainder of this Ordinance.

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24<sup>th</sup> DAY OF SEPTEMBER, 2014.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

*Kenneth B. Waller*

\_\_\_\_\_  
Kenneth B. Waller, Jefferson County, Missouri, Executive

**ATTEST:**

*Wes Wagner*

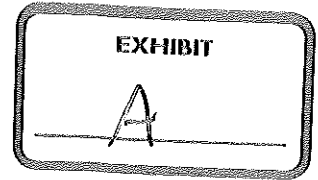
\_\_\_\_\_  
Wes Wagner, County Clerk

BY: *Amy O'Boyle*

First Reading: 09-22-2014



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
 WWW.JEFFCOMO.ORG



**Request for Proposal: ELEVATOR REPLACEMENT PROJECT Date Issued: 8-14-14**

PROPOSALS SHALL BE ACCEPTED UNTIL: FRIDAY, SEPTEMBER 5, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification  
 Contact:**

**KRISTY YATES**  
 Department of Public Works  
 636-797-5569  
 kyates@jeffcomo.org

**Contract  
 Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

**Mail (3) Three  
 Complete Copies  
 With Vendor And  
 Proposal  
 Information As  
 Shown In Sample:**

SAMPLE ENVELOPE

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	
	<b>DEPARTMENT OF THE COUNTY CLERK</b>
	<b>JEFFERSON COUNTY MISSOURI</b>
	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>
SEALED PROPOSAL: (PROPOSAL NAME)	

**Contract Term:  
 upon approval by  
 the County Council  
 and County  
 Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
 Information:**

<u>EABoyer Building+Design, Inc.</u>	<u>Edward Boyer</u>
Company Name	Authorized Agent (Print)
<u>1701 Towne View Drive</u>	<u>Edward Boyer</u>
Address	Signature
<u>DeSoto, MO 63020</u>	<u>President</u>
City/State/Zip Code	Title
<u>636-937-9119</u>	<u>9/3/2014</u>
Telephone #	Date
	<u>4314376666</u>
	Tax ID #
<u>eabooyer9119@sbcglobal.net</u>	<u>636-586-9810</u>
E-mail	Fax #

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**\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Cooperative Bid Form (page 11)**
- 5. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 6. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

## PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: EAB

### A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

### B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

### C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

### D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

### E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

### F. PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

### G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

### H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

**I. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**J. ADDENDA:**

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**K. INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A.  Required  Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B.  Required  Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C.  Required  Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**L. PROPOSAL OPENINGS:**

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

**M. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.



## PROPOSAL FORM AND CONTRACT

### A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

### B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

**Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**

### C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening, or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

### D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

### E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

### F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

### G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions

from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**I. WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**J. PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**K. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**M. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**N. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**O. CHOICE OF LAW:**

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**P. TERMINATION:**

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or

proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- If supplier fails to deliver the items required by the contract within the time specified; or
  - If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**Q. NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**S. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

**T. ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**U. SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**V. APPROVAL:**

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: [ ] Individual; [ ] Partnership;  Corporation.

Incorporated in the State of Missouri.

**X. LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**Y. LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION  
CONTACT

KRISTY YATES – DEPUTY DIRECTOR OF PUBLIC WORKS - 636 797 5569

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Edward Boyer (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm EABoyer Building+Design, Inc. (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 Elevator Replacement project (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that EABoyer Building+Design, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Jefferson County elevator replacement project (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, 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.)*

Edward Boyer  
Authorized Representative's Signature

EDWARD BOYER  
Printed Name

Pres  
Title

3-Sept-2014  
Date

Subscribed and sworn to before me this 3 (DAY) of Sep (MONTH), 2014 (YEAR). I am

commissioned as a notary public within the County of Jefferson (NAME OF COUNTY), State of

Missouri (NAME OF STATE), and my commission expires on April 27, 2018 (DATE).

Kara J Bruns  
Signature of Notary

September 3, 2014  
Date

**KARA J BRUNS  
NOTARY PUBLIC-STATE OF MISSOURI  
JEFFERSON COUNTY  
MY COMMISSION EXPIRES APRIL 27, 2018**

**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that EA Boyer Building & Design, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.523, RSMo pertaining to section 285.530, RSMo as stated above.

EDWARD BOYER  
Authorized Business Entity  
Representative's Name  
(Please Print)

Edward Boyer  
Authorized Business Entity  
Representative's Signature

EA BOYER BLDG & DESIGN, INC.  
Business Entity Name

3-Sept-2014  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

## COOPERATIVE BID FORM

Bid Name: Elevator Replacement project

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes  No

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$ \_\_\_\_\_

BY: Edward Boyer

TITLE: President

COMPANY: EABoyer Building+Design, Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-337-9119 E-mail eaboyer9119@sbcglobal.net

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**

SCOPE OF SERVICES  
Elevator Replacement Project

*Purpose:*

Request the services of a consultant company to oversee the design, manufacture, and installation of an elevator in the Jefferson County Courthouse. The services required for this project are detailed further in the contract work section.

*Location and History:*

The Elevator Replacement project will be located at the Jefferson County Courthouse 300 Main Street, Hillsboro, Missouri 63050. The existing elevator is approximately 50 years old with only minor updates for maintenance and operation. The elevator is located in the center of the building and provides access to four floors (basement, ground, first and second floor).

*Contract work:*

- Administration of the Elevator Project
  - Development and management of design, fabrication, and construction: schedules, designs, and details
  - Coordination of the contractors during all phases of the project
  - Communication with County and all monitoring agencies on project progress.
  - Act as the general information source for all questions regarding the Elevator Project
  - Review and approve all shop drawing and material selections
  - Determination and acquisition of all necessary permits, certification, or inspections. Submission and approval of all phases of the elevator project through City of Hillsboro, Jefferson County Code Enforcement Department, and State of Missouri Division of Public Safety as needed ( any fees to be paid by Owner or waived)
  - Assist Facilities division in the selection of elevator features (if required)
  - Assist County in Elevator Project close out
    - Coordination of final inspection of elevator
    - Correction of non-conforming work
    - Collection of warranty documents & operations/maintenance manuals , design plans, and design details
    - Respond to questions/ comment from any inspection agency in writing
  - Documentation of the project to include
    - Design drawings , schematics, and necessary details
    - List of and certification of all original parts used in the project
    - Inspection reports, permits, certifications and documents detailing compliance with building, safety, and ADA standards.
    - List of Mechanical/ Electrical/ HVAC engineering companies and details of their design ( as necessary)
    - Insurance requirements and lien wavers for all project contractors
    - Prevailing wage requirements



- Non- Collusion statement
  - Warranty documents & operation manuals/ maintenance manual
  - List of all supplier specific parts and components with the contact and order information for the suppliers.
- Design of an elevator to replace the aged elevator in the Courthouse
    - The elevator design must fit within the existing elevator footprint
    - The design must incorporate all building, safety, and ADA code requirements
    - The elevator is used for pedestrian transport and freight
    - All effort in the design of the elevator will be made to provide widely available parts and components.
  - Management of the fabrication of the replacement elevator
    - Reuse of original elevator parts to be minimized. Reused parts must be tested and certified.
  - Management of the construction of the replacement elevator
    - Schedule updates of the construction progress must be provided to Facilities and other affected parties ( county to provide contacts)
    - Accommodations will be made to provide minimum disturbance of the Courthouse during activities hours.
    - Work area to be tidy and comply with all safety regulations

*Project Team:*

The project team must contain and identify in the proposal, the team members heading up the administration group, design group, fabrication group and construction group. The fees and services shall be totaled by group and included to the project proposal total.

*Project Proposals:*

Project proposals are due to the County no later than by 2:00 pm CST on Friday, September 5, 2014. Proposals will be publicly opened and read aloud at the time and date indicated above. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening. Delivery shall be to the attention of the office of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri, 63050. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the consultant, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened. Proposals shall include all fees and services necessary to complete this project. All sub-consultant fee proposals shall also be included in the total project fees. The elevator site shall be available for inspection by appointment only, August 18- September 4. Representatives from the Public Works Department will be available for questions at this time.

*Project Timeframe:*

The County has established the following tentative guideline for this project:

- Sept 5, 2014 - Proposals Due to the County
- Sept 11, 2014 - Selection of Consultant
- Sept 23, 2014 - Execute MOU with the County; Issue Notice to Proceed

*Proposal Review:*

Proposals will be evaluated on qualifications and the ability of the consultant company to meet the needs of the County. The elevator project proposal will need to balance: cost, time from acceptance to completion, and serviceability (generally available parts/ components, service plan and warranty).

*Consultant Selection:*

The selection of the team for this project shall be made using the following rated categories and weight scale associated with this request for proposal:

<u>Category</u>	<u>Point Scale</u>
Total Project Cost	50 points max.
Related Experience	10 points max.
Technical Competence	10 points max.
Capacity of the Team	10 points max.
Capability of the Team	10 points max.
Project Schedule	<u>10 points max.</u> 100 points max.

Category Definitions:

Total Project Cost – Lowest responsive bidder will be awarded 50 points. All low bids in succession to the lowest shall receive 10 less points respectively (i.e. 1<sup>st</sup> = 50 pts, 2<sup>nd</sup> = 40 pts, and so on).

Related Experience – Rating of proposal on relevant and related project experience on a scale of 1 to 10.

Technical Competence – Rating of proposal on technical competence of the team on a scale of 1 to 10.

Capacity of Team – Rating of proposal on capacity of team to take on project on a scale of 1 to 10.

Capability of Team – Rating of proposal on capability of team to take on project on a scale of 1 to 10.

Project Schedule – Rating of proposal on submitted project schedule on a scale of 1 to 10.

The proposing teams are highly encouraged to explain how they best meet the above stated categories to assist the County Project Manager in rating the proposals. The County reserves the right to reject proposals that do not entirely cover the scope of services being requested. The firms are highly encouraged to contact the County Project Manager with any questions pertaining to what is being requested or required in the proposal. All correspondence that relates to this project must be directed to the County Project Manager only in order to maintain a fair bidding environment. The County Project Manager for this project is as follows:

Kristy Yates, P.E  
Office: 636-797-5569  
Cell: 314-803-9401  
Email: kyates@jeffcomo.org

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 3 day of September 2014:

EA Boyer Building + Design, Inc. County of Jefferson, State of Missouri  
Company Name

Edward Boyer  
Signature  
EDWARD BOYER  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address: \_\_\_\_\_  
1701 Towne View Dr  
De Soto, MO 63020  
Phone: 636-337-9119

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Dorothy Stapp  
County Auditor

APPROVED AS TO FORM  
[Signature]  
County Counselor