



LEGAL NOTICE

REQUEST FOR BID
SEALED BID 11-098

For

Appraisal and Review Appraisal Services-New Town Boulevard 2

For

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

St. Charles County is seeking bids for **Appraisal and Review Appraisal Services-New Town Boulevard 2**. 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 copies of the bid must be received in a sealed envelope plainly marked “**11-098 Appraisal and Review Appraisal Services-New Town Boulevard 2**” 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 4/6/2011 at 10:30 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:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@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 **04/01/2011**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website www.sccmo.org/businesses/. 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. 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 may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or 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.

PROPOSAL
APPRAISAL AND REVIEW APPRAISAL SERVICES
NEW TOWN BOULEVARD 2 RECONSTRUCTION

The undersigned hereby proposes to provide the appraisal and review appraisal services as listed below and in the contract at the following prices:

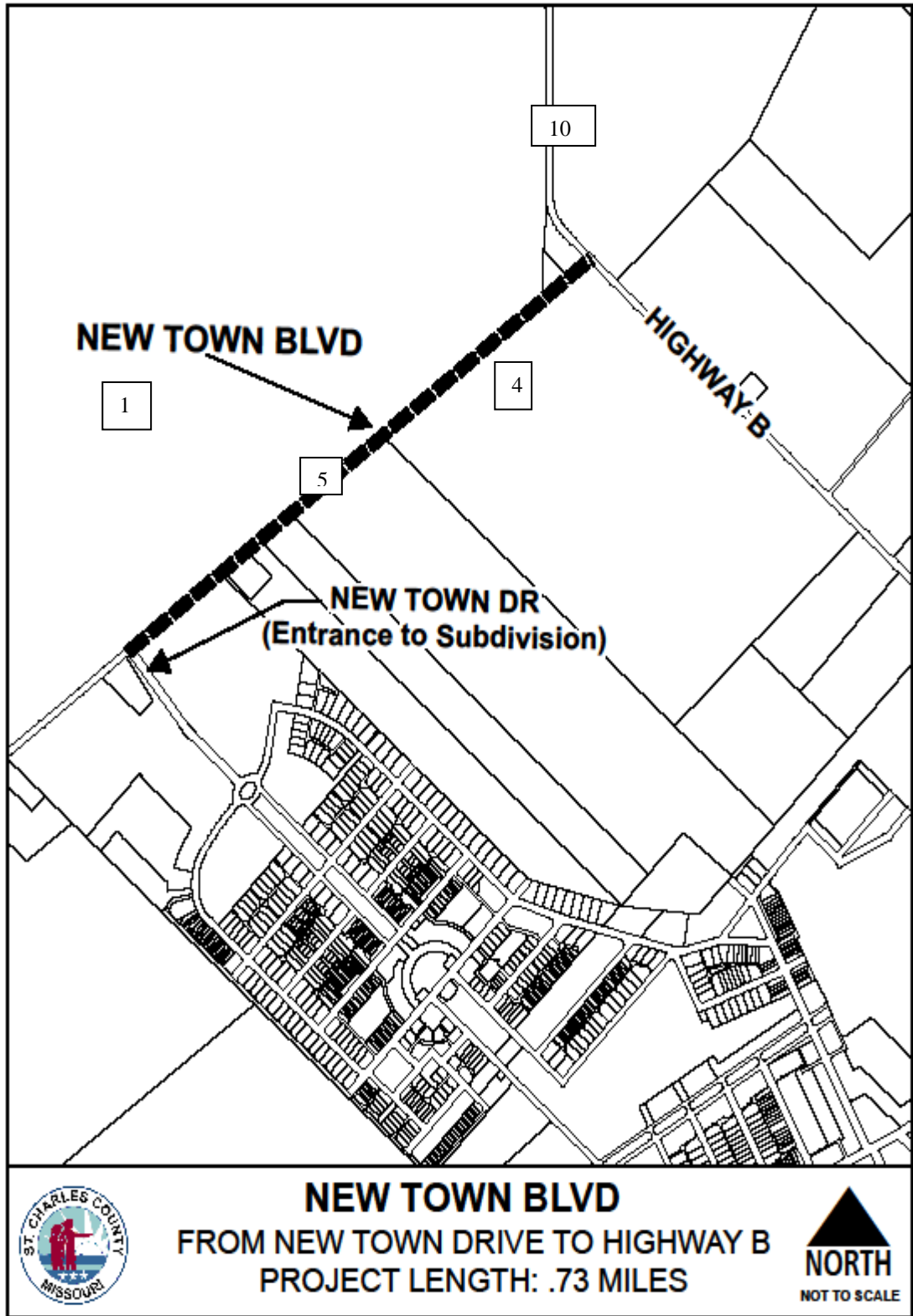
I. GENERAL TERMS AND CONDITIONS

- a. The Appraiser and Review Appraiser shall serve as independent appraisers to the County during the performance of the specified services.
- b. The County of St. Charles invites qualifications and proposals for appraisal services as herein specified. Qualifications and Proposals shall be due and accepted until Wednesday, April 6, 2011 at 10:30 a.m., in the offices of the County Highway Department, 201 North Second Street Room 541 St Charles MO 63301.
- c. *To the extent the appraisal work can be expedited, the County strongly desires the shortest time frames possible for the work.*
- d. This work shall be in accordance with the approved Right-of-Way Plans for the New Town Boulevard 2 Reconstruction.
- e. This work is being performed on a project on which Federal funds will be used for construction and must be performed in accordance with all rules, regulations, certifications, and guidelines of the Federal Highway Administration and the Missouri Department of Transportation (MoDOT), and the Local Public Agency Land Acquisition Manual. The Appraiser and Review Appraiser must be on the MoDOT approved list for services to be contracted.
- f. The County may make such investigation as it deems necessary to determine the ability of the Appraiser and Review Appraiser to perform the work and the Appraiser and Review Appraiser shall furnish to the County all such information and data for this purpose as the County may request.
- g. All work shall be completed in a timely manner and failure to perform in a timely manner shall be just cause for termination of the contract.
- h. The Appraiser and Review Appraiser must inform himself fully of the conditions and extent of the work to be performed. Right-of-Way Plans and the Local Public Agency Land Acquisition Manual are on file in the office of the County Highway Department.
- i. A copy of each of the basic forms of contract for appraisals is available at the St Charles County Highway Department and will be provided upon request for the Appraiser's information.

II. BASIC SERVICES

- a. The basic services provided by Appraiser and Review Appraiser, for which he/she shall be paid a fee equal to the schedule proposed in Section V of this proposal, shall be in accordance with the terms shown in the appropriate sample contract form.
- b. All incidental "out-of-pocket" expenses such as mileage, duplicating, parking, telephone, etc, shall be included in and paid for as part of the cost per parcel for service.
- c. The Appraiser and Review Appraiser shall review all right-of-way documents and prepare an appraisal or review appraisal in accordance with the LPA Manual for each parcel to be acquired that the payment estimate established by the ROW negotiator was valued over \$10,000. The Appraisal and Review Appraisals will be ordered under separate contract, and the Appraiser and Review Appraiser shall be employed from separate corporations. The Appraiser and Review Appraiser shall coordinate, review, and revise their work in close coordination, per the LPA Manual process.
- d. The Appraiser must meet in person with all owners and/or their representative. Appraisals without such a meeting are not acceptable.
- e. The County will award separate contracts for the road project for Appraisal Services and for Review Appraisal Services. **Bidders may submit a bid for either Appraisal Services or Review Appraisal Services, or both.**
- f. Four parcels, denoted as Parcels 1, 4, 5, 10, shall be requiring an appraisal at this time for the road project. The ownership is believed to be:
 - i. Parcel 1 – Meridian Land Group, LP
 - ii. Parcel 4 – Sydney M. Kurtz
 - iii. Parcel 5 – Sydney and Elaine Kurtz
 - iv. Parcel 10 – Richard Gerschefske, Trs. And Delores Ermeling Gerschefsck Trs.

The parcels are shown on the map on the following page.



III. OPTIONAL SERVICES

Should the County become involved in any court proceedings in connection with any project for which services are rendered under this proposal, the Appraiser shall provide attendance and testimony at such court proceedings as required under the contract.

IV. SUBMITTAL OF PROPOSALS

All proposals shall be submitted in a sealed envelope delivered to St. Charles County Finance Department, 201 N Second Street, Suite 541 St. Charles, MO 63301 and marked on the outside of the envelope; "SB 11-098 Appraisals and Review Appraisals; New Town Boulevard 2". Proposals are due no later than 10:30 AM, Wednesday, April 6, 2011.

NEW TOWN BOULEVARD 2

V. PROPOSAL FOR APPRAISAL SERVICES

The Appraiser hereby proposes to provide Appraisal Services in accordance with this proposal and sample contract, for the following prices:

1. Appraisal fee:

\$ _____ for Parcel 1 – New Town Boulevard

\$ _____ for Parcel 4 – New Town Boulevard

\$ _____ for Parcel 5 – New Town Boulevard

\$ _____ for Parcel 10 – New Town Boulevard

(Complete with a firm price per parcel, a range is not acceptable)

2. One appraisal will be completed within _____ calendar days from date of NTP.

3. Multiple appraisals (up to ten) will be completed within _____ calendar days from date of NTP.

4. Fees for consultation with Counsel for trial (if required) \$ _____ per hour.

5. Fees for court testimony (if required) \$ _____ per hour.

The Review Appraiser hereby proposes to provide Review Appraisal Services in accordance with this proposal and sample contract, for the following prices:

1. Review Appraisal Fee: \$ _____ per parcel. (First review)

\$ _____ per parcel. (Second or subsequent review of same parcel)

2. A review will be completed within _____ calendar days from date of appraisal receipt.

3. Multiple reviews (up to ten) will be completed within _____ calendar days from date of appraisal receipt.

4. Fees for consultation with Counsel for trial (if required) \$ _____ per hour.

5. Fees for court testimony (if required) \$ _____ per hour.

Company Name

Signature

Date

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: _____

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

