



## **LEGAL NOTICE**

### **REQUEST FOR BID SEALED BID 11-189**

**For**

**Snow and Ice Removal Service-Family Arena**

**For**

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

St. Charles County is seeking bids for **Snow and Ice Removal Service-Family Arena**. 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 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 "**Sealed Bid 11-189 Snow and Ice Removal Service-Family Arena**" 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 10/19/2011 at 10:00 AM** , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

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

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

### BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

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](mailto: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 **10/12/2011**. 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. 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 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, 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.

## **Insurance**

**Worker's Compensation and Employer's Liability:** The successful contractor and each subcontractor shall maintain a policy of Worker's Compensation insurance, or be a qualified self-insurer, providing Statutory limits and Employer's Liability coverage with limits of no less than \$500,000 during the life of the contract.

**Automobile, General Liability (including products and completed operations) and Property Damage:** Minimum coverage to be maintained by Contractor and each subcontractor in the amount of \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence. Coverage for completed operations shall also be included. Property damage coverage of at least \$1,000,000 shall be maintained. In the alternative, a Combined Single Limit Policy in the amount of \$3,000,000 shall be maintained. Automobile coverage must include non-owned vehicles.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County. The policy must specifically state that the coverage, as it pertains to the County, shall be primary; that any or all insurance carried by an additional insured is strictly excess and secondary, and will not contribute to the Contractor's policy.

The Contractor and each subcontractor agree to furnish Saint Charles County with a Certificate of Insurance naming them as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation.

## **SERVICE SPECIFICATIONS**

St. Charles County Government is seeking bids for a Contractor to remove Snow and Ice from the Private Roadways and Parking Lot of the Family Arena located at 2002 Arena Parkway in St. Charles, Missouri. The paved area is divided into the following three zones for general reference:

**Zone 1** – Approximately 160,000 square feet of asphalt pavement, including the inner fire lane, the outer perimeter road, the south VIP parking area, and the north employee parking area. The highest priority is placed on Zone 1 to provide sufficient access for emergency vehicles and event traffic.

**Zone 2** – Approximately 400,000 square feet of asphalt pavement for primary patron parking spaces. Zone 2 shall generally be cleared only after Zone 1 has been cleared. The extreme southern portion of Zone 2 shall be utilized as an accumulation area when clearing Zone 2.

**Zone 3** – Approximately 450,000 square feet of asphalt pavement for additional patron parking spaces. Zone 3 shall be cleared only as directed by a representative of the County as these additional parking spaces are not required for every event. The southeast portion of Zone 3 shall be utilized as an accumulation area when clearing Zone 2. The northern portion of Zone 3 shall be utilized as an accumulation area when clearing Zone 3. The northern portion of Zone 3 shall also be utilized to stage equipment and materials as well as accumulate any snow that the County authorizes the Contractor to haul away from other areas of the Family Arena site.

**Zone diagrams of the Family Arena site are available. Contact Greg Milam at 636-896-4252 to request these diagrams.**

### **General Conditions**

- The Contractor shall possess the appropriate business licenses for the proposed services.
- The Contractor shall comply with all Federal and State Employment / Labor regulations including those from the U.S. “Occupational Safety and Health Administration”.
- The Contractor shall provide all applicable Insurance Certificates to the County with St. Charles County Government named as the additionally insured.
- The County shall authorize the initiation of all services performed under this agreement. Due to the Family Arena’s unconventional schedule of operations, the Contractor shall not perform any services without advance authorization from the County as per the “Authorization Hierarchy” provided by the County.
- The County shall provide the Contractor with an “Authorization Hierarchy” at the time of bid award. This Hierarchy will be utilized for snow and ice removal services. The County shall revise and distribute this “Authorization Hierarchy” to the Contractor as required.
- The County will purchase rock salt or other related materials from the Contractor as dictated by the current snow and ice conditions. Under average weather conditions, the Contractor will deliver and spread these materials upon the receipt of authorization from the County.
- The Contractor shall inform the County when such materials are predicted to be in limited supply on the open market. The County may decide to purchase said materials in advance based upon the current market conditions.
- When the County chooses to purchase said materials in advance, the County may purchase these materials from any available source. The Contractor shall not presume that they have the exclusive right to supply said materials to the County for the Family Arena.

- When said materials are purchased by the County and stored at the Family Arena site, the County will pay the Contractor as required to load the applicable material on their spreading equipment.
- The County shall evaluate bids based upon the historical amount of snow and ice removal from the Family Arena site during the past three years.

## **Work Request Details**

- The County shall prioritize the zone clearing and schedule contracted snow and ice removal services for the Family Arena based upon the weather conditions and the event schedule for the Family Arena. The County has limited capability to self-perform minor snow and ice removal at the Family Arena in order to sustain daily functions under minor accumulations.
- The County shall issue a work request via the telephone for contracted snow and ice removal services. The Contractor shall confirm that the authorization was provided as per the County's "Authorization Hierarchy".
- The County shall provide a description of the work authorized using the aforementioned Zone definitions. The County shall also provide a time frame for the contracted services to be completed based upon the scheduled event. Generally, the County expects the authorized areas to be cleared one hour before the scheduled event start time.
- Generally, most Family Arena events begin around 7 pm and are scheduled during both the weekday and weekend. The Contractor shall quote hourly rates without any premium charges for services performed after hours, on weekends, or on holidays.
- In the event of continuous snow or ice accumulation during an event, the County may authorize additional snow and ice removal activities during the event.
- If the authorized areas cannot be cleared within the allotted time frame, the Contractor shall offer alternatives for the County to consider such as Sub-Contracting the snow and ice removal activities. If Sub-Contracting is approved, the County shall not pay more than a 10% surcharge to the Contractor for coordinating the activities of a Sub-Contractor under the existing rates of the existing agreement with the Contractor.

## **Contract Administration**

- The first County representative listed on the "Authorization Hierarchy" shall also be the Contract Administrator for the snow and ice removal service agreement.
- The County shall issue a blanket Purchase Order to the Contractor before any services have been performed. The Contractor shall reference this Purchase Order number on all invoices submitted to the County for snow and ice removal services at the Family Arena.
- The blanket Purchase Order will be managed by the County to ensure funds are available to reimburse the Contractor for any future services authorized by the County.
- The Contractor shall submit an invoice to the County's Contract Administrator within a short period of time after the authorized work has been performed. The Contract Administrator shall verify that the time and material charges are accurate and verify that the charges conform to the rates set forth in the Service Agreement.
- The County's Contract Administrator shall authorize the services required, confirm the services are performed to the satisfaction of the County, and authorize the payment for the services performed by the Contractor.

- The County shall provide the Contractor with an “Authorization Hierarchy” to be utilized for the snow and ice removal services. The County shall revise and provide this “Authorization Hierarchy” to the Contractor as required.
- The Contractor shall provide the County with a list of employee names and cell phone numbers to the County. This “Employee List” or an equivalent replacement shall be utilized by the County to authorize services when the Contractor’s office is not open for business. The Contractor shall revise and provide this “Employee List” to the County as required.

***The St. Charles County Family Arena as part of evaluating any bid response to this solicitation would take into account the interest of the bidder to negotiate and enter a Family Arena service agreement or agreements.***

***The services the Family Arena is able to offer under a service agreement are as follows:***

- 1. Suite rental***
- 2. Advertising***

***The value of these items would be determined by the published price schedule in effect at the time of execution of the particular service agreement. The successful bidder would then execute the snow and ice removal services agreement simultaneously with the Family Arena service agreement(s).***

**Are you interested in negotiating a service agreement for suite rental? \_\_\_Yes \_\_\_No**

**Are you interested in negotiating a service agreement for advertising? \_\_\_Yes \_\_\_No**



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

BID FORM

SB 11-189

**Snow and Ice Removal Service-Family Arena**

BID OPENING DATE: 10/19/2011 at 10:00 AM

\_\_\_\_\_  
(Bidder name)

**Submits the following bid for this project:**

Provide pricing for the materials and equipment listed in the table. If you recommend utilizing materials other than those listed please identify those materials, their cost and their unit of measure under “**Alternate Material**”.

Equipment	Year 1 Rate per Hour	Year 2 Rate Per hour	Year 3 Rate Per Hour
Twelve Foot Snow Plow	\$	\$	\$
Ten Foot Snow Plow	\$	\$	\$
Salt Spreader	\$	\$	\$
Backhoe Loader	\$	\$	\$
Skid Steer Loader	\$	\$	\$
Material	Year 1 Rate per Ton	Year 2 Rate per Ton	Year 3 Rate per Ton
Rock Salt	\$	\$	\$
Cinders	\$	\$	\$
Sand	\$	\$	\$
Alternate Material (list below)			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

\_\_\_\_\_  
Authorized signature

Date \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_



# AFFIDAVIT OF WORK AUTHORIZATION

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly  
(Name) (Office held)

sworn, on my oath, affirm \_\_\_\_\_ is enrolled and will  
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to \_\_\_\_\_  
\_\_\_\_\_  
(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that  
\_\_\_\_\_ does not and will not  
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services  
related to the \_\_\_\_\_  
\_\_\_\_\_  
(Describe project or insert bid number)

for the duration of the contract.

***In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).***

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am commissioned as a notary  
(Day) (Month & Year)

Public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my  
commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date