



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

**Request for Proposal:** **CLASSIFICATION AND  
COMPENSATION STUDY**

**Date Issued:** **9-21-16**

PROPOSALS SHALL BE ACCEPTED UNTIL: **WEDNESDAY, OCTOBER 12, 2016**, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**DAVID COURTWAY**  
Department of Administrative Services  
636-797-6487  
dcourtway@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**

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

**DEPARTMENT OF THE COUNTY CLERK**

**JEFFERSON COUNTY MISSOURI**

**729 MAPLE ST / PO BOX 100**

**HILLSBORO MO 63050-0100**

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:**

Company Name

Authorized Agent (Print)

Address

Signature

City/State/Zip Code

Title

Telephone #

Date

Tax ID #

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. 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).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. 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: \_\_\_\_\_”

## A. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all 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. (X)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. (X)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. (X)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.devnetwedg.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 \_\_\_\_\_.

**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**

**DAVID COURTWAY –DIRECTOR OF ADMINISTRATIVE SERVICES**  
**636 797 6487**

**NICOLE CRAWFORD – HUMAN RESOURCES MANAGER**  
**636 797-5563**



### **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 \_\_\_\_\_ (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 \_\_\_\_\_  
(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  
\_\_\_\_\_ (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  
\_\_\_\_\_ (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.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
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).

## **LEGAL NOTICE**

### **REQUEST FOR PROPOSAL SEALED PROPOSAL**

**For**

### **CLASSIFICATION AND COMPENSATION STUDY**

**For**

### **JEFFERSON COUNTY, MISSOURI GOVERNMENT HILLSBORO, MO**

Jefferson County is seeking proposals for Classification and Compensation Study. The county reserves the right to terminate the contract for any violation, by the successful vendor, of any term or condition of the contract by giving (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## PROPOSAL INSTRUCTION

One (1) original and two (2) signed copies of the proposal must be received in a sealed envelope plainly marked **“Classification and Compensation Study”** with the date and time the proposal is due in the lower left corner of the envelope.

An authorized representative of the individual firm submitting the proposal must sign the proposal in blue ink.

Proposals must be submitted to:

**Department of the County Clerk of Jefferson County, 729 Maple Street, Hillsboro, MO 63050 prior to October 12, 2016, 2:00 pm local time.**

For this RFP, all proposals received by the County shall remain valid for ninety (90) days following the date of submittal. All proposals received in response to this RFP will become the property of the County.

Jefferson County reserves the right to accept and/ or reject any and all proposals.

## PROPOSAL INQUIRIES

Inquiries regarding specifications contained in this request should be submitted in writing via E-mail (preferred) or mail to:

Nicole Crawford  
Human Resources Manager  
Department of Administrative Services  
729 Maple St.  
P.O. Box 100  
Hillsboro, MO 63050  
636-797-5563  
[ncrawford@jeffcomo.org](mailto:ncrawford@jeffcomo.org)

David Courtway  
Director of Administration  
729 Maple St.  
P.O. Box 100  
Hillsboro, MO 63050  
636-797-6487  
[dcourtway@jeffcomo.org](mailto:dcourtway@jeffcomo.org)

All Questions must be received no later than 3:00 PM on 10/05/2016. Any question received after this deadline may not be answered.

## **TERMS AND CONDITIONS**

- Jefferson County Reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time the proposals are due.
- Any delivery costs or charges must be included in the F.O.B destination proposal price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Jefferson County and must be excluded.
- The contract shall be effective for the approximate (12) month period from the date of the notice of award.
- The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Windows. The County does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of the 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 hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- Vendors must submit three (3) signed copies of their proposals; one (1) is to be an original and so marked.
- All pages of the RFP must be initialed by an officer of the Company.
- An authorized officer of the company submitting the proposal must sign all proposals, in blue ink.
- 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 proposal.
- Jefferson County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.
- The successful consultant is specifically denied the right of using in any form or medium the names of Jefferson County or any other public entity within the Jefferson County Government for public advertising unless express written permission is granted.
- All consulting firms must possess the necessary and appropriate business and/or professional licenses in their field.

- Award will be made to the low responsive, responsible consultant, or the consultant 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.
- The County reserves the right to accept any item or group of items offered, unless the consultant qualifies his proposal by specific limitations. The proposal can be on an “all or none” basis if wording in the proposal so states and if all items solicited are included in the proposal.
- When applicable, the consultants shall provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

## DESCRIPTION OF WORK REQUIRED

Jefferson County Government is issuing a Request for Proposals (RFP) from qualified firms to assist the County in evaluation of its overall employee compensation, pay structure as compared to market, perform a job audit and analysis for each full-time position to determine appropriate classification; and update job descriptions. This study will not include benefits.

### Background Information

Jefferson County is a First Class County with a Charter form of government located just South and South East of St. Louis County and St. Charles County. Both St. Charles and St. Louis County are first Class counties with a Charter form of government as well. Jefferson County Government currently employs approximately 680 Full Time and approximately 20 intermittent employees. The County's last comprehensive compensation plan review was conducted in 2010. At the conclusion of the study, the County implemented a merit system as part of the Personnel Administration plan along with pay grades establishing minimum and maximum salaries and job descriptions for most positions in the County. These steps were taken to fulfill requirements of the Home Rule Charter, which was adopted in November of 2008. There are approximately 300 Full time employees and 20 intermittent employees currently covered under 135 job titles classified into 19 compensation grades.

Jefferson County is seeking a base bid and a supplemental bid to the base bid for all full time positions except those positions of the Department of Juvenile Justice. The base bid shall include all positions except those in the Department of Juvenile Justice and the Department of Sheriff. The supplemental bid shall include full time positions in the Department of Sheriff.

Employees of the Department of Juvenile Justice are not part of the study.

Market salary is determined through the use of surveys from local municipalities and data derived from ERI salary database. Major "comparable agencies" used are First Class cities and counties, especially those Counties in Missouri with a Charter form of government which are St. Louis County, Jackson County and St. Charles County. Local municipalities including St. Louis City, St. Charles County and St. Louis County along with other "comparable city agencies" should be equally important when gathering market data.

The successful firm will be expected to work with Human Resources and Administration during all phases of this project, including onsite meetings and will be expected to present the final recommendations to the County Executive and County Council.

### SCOPE OF SERVICES

All documents and deliverables shall be provided in Microsoft Word or Excel format on computer disk and in hard copy. All documents and deliverables become the property of the County and the author or the firm shall have no copyright interest. The County shall have the right to use all documents for any purpose. The County is requesting proposals for the following areas of work:

1. Job Audit and Analysis
  - Evaluate current position classifications job descriptions and pay grades.
  - Gather necessary employee information through the use of a combination of job analysis questionnaires and group and individual interviews.
  - Information will be used to analyze the duties and responsibilities of each employee and position to determine the following:
    - Whether individual employees are appropriately classified

- Whether a position should be moved to a different job classification and/or pay grade.
- Whether position titles are appropriate.
- Other recommendations.

## 2. Job Descriptions

- All job descriptions shall be updated after review of job analysis questionnaires and interviews.
- Recommendations shall be made to revise, create or consolidate titles and classifications.
- Job descriptions should be established in a standardized format which is ADA and FLSA compliant. County will have review/input as to the final format of job descriptions.
- Revised job descriptions should include FLSA exemption tests to determining the appropriate FLSA overtime classification for each position based upon the duties and responsibilities provided in the job description.
- Final job descriptions to be provided to the County, with allowance for one set of revision included in project cost.

## 3. Final Report Requirements

- Methods used to conduct the salary survey results and methodology of job evaluation.
- Summarized position comparison data.
- Recommended classification plan.
- Recommendations for maintaining future market competitiveness.
- Other recommendations.

## 4. Other miscellaneous requirements

- Prepare an analysis of the financial impact for the implementation of recommended changes to the compensation plan.
- Provide a recommended job evaluation plan that would allow the County to evaluate positions every two (2) years.
- Provide administration manual with plan maintenance procedures.
- Provide sample documents to be used to communicate the compensation system change to current and future employees, and a summary document to communicate the full compensation system to current and future employees, both to be provided in reproducible hardcopy and electronic format.

The County is seeking a highly qualified individual and/or firm to provide a quality, thorough study. The selected individual and/or firm will be required to interface with employees and managers in an approachable manner. All products and recommendations must comply with applicable federal, state and local laws and enhance the County's ability to recruit and retain qualified personnel.



## ESTIMATED SCHEDULE

The estimated schedule is as follows:

County releases RFP	September 23, 2016
Responses due	October 12, 2016
Consultant Interviews (begin)	October 19, 2016
Contract awarded	November 9, 2016
Project start date, no later than	November 28, 2016
Draft Study due, no later than	January 15, 2017
Final Report due	March 1, 2017
Acceptance of Final Report	March 15, 2017

## RFP REQUIREMENTS

Responses to this request should include the following information;

1. Consultant name and/or business name, DBA (if applicable) and principal contact person, including office location, address, telephone number, fax number and e-mail address.
2. A general description of the firm, including size, number of employees, primary business, and other business or services offered.
3. Identification of the project manager who will be the primary contact through all phases of the project, as well as the identification of the other personnel who will be performing engagement work and estimated expected contribution to the project in percentage of hours.
4. Qualifications information, which demonstrates the knowledge, experience, and capability that will enable the respondent to provide the services outlined in the description of work required, including a brief history of the firm and/or individual including the number of years in business, number of classification and compensations studies completed. This will shall also include summary information regarding the qualifications and professional experience of staff that will perform work under this engagement.
5. Description of the firm's understanding of the requested services including the proposed approach, specific project steps including detailed information regarding the number and length of onsite work, timeline to include specific estimated schedule items, and interim and final work products. Innovative approaches or concepts, especially those reducing project cost, are encouraged.
6. List of references of at least four (4) municipal/local government clients for which services have been provided which are similar to those in the Scope of Services of this document. References should include client name, address, telephone number and email address for the contact person of each organization. Also include the services provided and total fees paid by each reference agency for the project.
7. Fees should be submitted on the Proposal Submission Form, or similar form, provided in this document, divided by category of Service including optional services.

8. Proposals shall provide a statement as to whether any portion of work performed under this proposal will be subcontracted or performed under a partnership or joint venture. Information on such entities must be included in the proposal such as related experience and qualifications of assigned staff.
9. Submission shall include sample interim and final report formats.

## **REVIEW AND SELECTION CRITERIA**

All proposals submitted before deadline will be reviewed to determine compliance with the requirements of the RFP. Primary factors in the evaluation include, but will not necessarily be limited to:

1. Demonstrated understanding of the scope of work and the overall classification and compensation study as set forth in the RFP including Consultant's strategy for carrying out the needed work tasks to meet the goals.
2. Firm and staff's demonstrated qualifications and expertise regarding relevant experience with municipal clients.
3. The firm's present workload and demonstrated capacity to complete project in a professional manner and within approved timeline.
4. The firm's past record of performance, if any, with respect to quality of work and ability to deliver on goals, timelines and budget.
5. The quality, conciseness and completeness of the proposal.
6. Project timeline.
7. Proposed fees.

Proposals will be evaluated in accordance with the evaluation criteria. The County may hold interviews with firms determined to have a reasonable chance of being selected for award based upon the evaluation criteria specified. The interviews, if held, are projected to take place the week of October 19, 2016.

Proposals will be evaluated based on criteria outlined in the RFP, interviews, and reference checks. An agreement will be negotiated with the Consultant whose qualifications would be most advantageous to the county, all factors considered. If an agreement cannot be reached with the top ranked Consultant, the county will then negotiate with the second ranked consultant.

## **EXCEPTION SHEET**

If the item(s) and/or service(s) proposed in the response to this proposal is in any way different from that contained in this proposal, the proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the proposer's offer is in total compliance with all aspects of the proposal.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

**PRICING PAGE**  
**CLASSIFICATION and COMPENSATION STUDY**  
**PROPOSAL DUE DATE: OCTOBER 12, 2016 2:00 PM**

Funding limitations may require Jefferson County Government to perform part of the work outlined in the SCOPE OF SERVICES. An estimated break-down of the cost for each of the components of the scope is requested.

**FEE PROPOSAL**

**Base Bid**

**TASKS**

Compensation Study with financial impact	\$ _____
Job Audit and Analysis	\$ _____
Job Descriptions	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

**Addition 1 to Base Bid**

Department of Sheriff.

Compensation Study with financial impact	\$ _____
Job Audit and Analysis	\$ _____
Job Descriptions	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

**AUTHORIZED SIGNATURE**

*Must be signed by a person having the authority to contractually bind the business.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Phone Number*

**In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2016:**

\_\_\_\_\_  
**Company Name**

**County of Jefferson, State of Missouri**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Kenneth B. Waller County Executive**

\_\_\_\_\_  
**Print**

**Company Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

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.

\_\_\_\_\_  
**County Auditor**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**County Counselor**

## COOPERATIVE BID FORM

**Bid Name:** \_\_\_\_\_

**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:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

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