



COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR BID

2016-28: TEMPORARY LABORER SERVICES

SUBMISSIONS SHALL BE ACCEPTED UNTIL

MONDAY, JULY 11 at 9:00 a.m. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any Addendum released hereto unless detailed otherwise in my submission in a section clearly titled "EXCEPTIONS". (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed bids will be accepted by the Cole County Commission for consideration in provision of the following:

2016-28 TEMPORARY LABORER SERVICES

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 9:00 a.m. on Monday, July 11, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jennifer Prenger at jprenger@colecounty.org or (573) 634-9168.

NEWS TRIBUNE: June 12, 19 & 26

Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

PURCHASING

COMMISSION
(573) 634-9110

PURCHASING
(573) 634-9168

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 **NOTIFICATION.** The County of Cole seeks a contractor to provide temporary laborer services for the County in accordance with the provisions and requirements stated herein.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled "EXCEPTIONS" within their submission.

- 1.2 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

jprenger@colecountypurchasing.org

- 1.3 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

- 1.4 **SUBMISSION REQUIREMENTS.** A fully executed bid, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.

1.5 BID OPENING. Submissions will be publicly opened in the Cole County Commission Chambers on Monday, July 11 at 9:00 a.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 ADVICE OF AWARD. A bid tabulation of responses received will be included with the award notification letters sent, via email, to all bidders who submitted a response upon bid award.

2.0 TERMS AND CONDITIONS

2.1 INCURRING COSTS. Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 RESERVATIONS. The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 MODIFICATION/WITHDRAWAL. Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

2.4 VALIDITY. Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

2.5 RESPONSE MATERIAL OWNERSHIP. All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

2.6 EXCEPTIONS. The wording of this solicitation may not be changed or altered in any manner. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent. Any such exception shall be clearly identified and described in full detail in the respondent's submission. Exceptions will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to info@colecountypurchasing.org and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the project or service, he shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the Plans and Specifications. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.10 **PRICES.** Prices must be stated in units of quantity specified and must be firm.
- 2.11 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.12 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.13 **BASIS OF AWARD.** Award shall be made to the lowest responsible respondent(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.
- 2.14 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.15 **INSURANCE REQUIREMENTS.** The Successful Contractor shall purchase and maintain in force, at its own expense and with an insurance company licensed to do business in the State of Missouri, such insurance as will protect Contractor from claims which may arise out of or result from the execution of the work under the contract resulting from this Request for Bid, whether such execution be by him/herself, his/her employees, agents, or by anyone for whose acts he/she may be liable. If any such work covered under 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 claims for injury and damage resulting by any actions on the part of the Successful Bidder as enumerated above. All policies must name the County as an additional insured and provide thirty (30) days written notification to the County prior to any material changes or cancellation.

- 2.16 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

- 2.17 **CONTRACT TERMINATION.**

2.17.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.17.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

3.0 SCOPE OF WORK AND REQUIREMENTS

3.1 **OVERVIEW.** The contractor shall provide temporary laborer services on an as needed, if needed basis for Cole County, Missouri in accordance with the provisions and requirements stated herein. The County does not guarantee any usage of this contract whatsoever and it is probable that bid award will be multi-party. Respondents shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that the County will use the contracts established under this bid unless it is determined to be in the best interest of the County to obtain alternate services elsewhere.

3.1 **CONTRACT PERIOD.** It is the intent of the County to establish a three-year contract, renewable annually, under this bid. For the duration of this contract, cost adjustments will be accepted only during the renewal period.

3.2 **SCHEDULING REQUIREMENTS.** The contractor shall provide temporary laborer services to Cole County any time of the day, Monday through Friday, in Jefferson City, Missouri. The County anticipates that the majority of services shall be required between the hours of 5:00 a.m. and 5:00 p.m., Monday through Friday.

The contractor shall not permit temporary laborer to provide services in excess of forty (40) hours per week, unless requested or approved by the County in writing. For purposes of this contract, a week shall begin on a Sunday and end on the following Saturday. Further, the contractor shall not allow a temporary laborer individual to provide more than 1040 hours of laborer service in a twelve (12) consecutive month period. The 1040 hours shall be considered a limitation on the total of all the laborer services a particular temporary laborer individual can provide in a twelve (12) consecutive month period for all state agencies.

The contractor shall not provide a temporary laborer on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas, unless requested or approved by the County and agreeable to the contractor.

3.3 **PERSONNEL REQUIREMENTS.** The contractor's temporary laborer must possess the knowledge, skills and abilities and minimum experience and education qualifications and must be able to perform any or all of the duties as identified by the County when a temporary laborer is needed. The contractor's temporary laborer shall be subject to the rules, regulations, and policies of the County.

3.3.1 **QUALIFICATIONS/RIGHT TO INTERVIEW.** Prior to the placement of a temporary laborer with the County, the contractor shall provide references, resumes, and/or test scores for temporary laborer applicants if such is requested by the County. If further requested by the County, the contractor shall allow the County to conduct interviews with selected temporary laborer applicants after review of such information.

3.3.2 **BACKGROUND SECURITY CLEARANCE REPORT.** The Contractor's personnel must pass either a criminal record personal identifier (name-based) or a fingerprint based background security

clearance search report. By no later than five (5) calendar days after notification from the County, the contractor's personnel must either: (1) submit to the County an original criminal record personal identifier background security clearance report (Name-Based Search) or a fingerprint based search report that is less than sixty (60) days old by the Missouri State Highway Patrol as identified in section 43.530, RSMo or (2) complete the forms required by the Missouri State Highway Patrol for the type of background security clearance report required, and submit the completed applications (or other approved background clearance authorization form) to the County along with the required fee. Information about the obtaining the background security clearance reports and obtaining the required forms may be obtained from the Missouri State Highway Patrol, CJIS Division, or via the Internet at the address shown below:

<http://www.msdp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html>

- 3.3.3 **URINE SAMPLE DRUG SCREEN.** The contractor shall understand and agree that the urine sample drug screen shall be performed at a location designated by Cole County. Other than time and travel costs associated with the urine sample drug screening, the County will be responsible for the costs associated with the pre-assignment screenings.
- 3.3.4 **ADDITIONAL REQUIREMENTS.** The County reserves the right to require any further background or screening check and will be responsible for the associated cost.
- 3.3.5 **PERFORMANCE REQUIREMENTS.** The contractor's temporary laborers and the services provided by the temporary laborers must meet the approval of the County. At any point during the term of a temporary laborer's assignment, if services become unacceptable, the contractor shall dismiss or replace the temporary laborer upon notification of such by the County. The County shall provide the contractor with an explanation as to why the temporary laborer is unacceptable to the County.
- 3.4 **REQUEST FOR TEMPORARY LABORER SERVICES.** When temporary laborer services are requested, the County shall specify the requirements for the services needed, including but not limited to: (1) an explanation of the duties, responsibilities, and qualifications required of the temporary laborer, (2) the workdays and work hours anticipated for the temporary laborer services, (3) anticipated duration of the temporary laborer services, and (4) the number of temporary laborer required.
- 3.5 **HIRING OF LABORER.** Except for the period of time specified on the Pricing Page, the contract shall not prohibit, restrict, or further limit the County from employing any temporary laborer furnished by the contractor. In the event the County employs such temporary laborer after such period of time, the County shall not pay any fee, penalty, liquidated damages, etc., to the contractor.
- 3.6 **INVOICING/PAYMENT REQUIREMENTS.** The contractor shall submit a monthly invoice to the County when utilizing the contractor's services. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The invoice must state the names and personnel classifications of all temporary laborers providing service for the County during the invoice period, and the number of hours of service provided by each temporary laborer.
 - 3.6.1 **CANCELLATION.** In the event the County fails to provide one (1) working day notice of a cancellation, the County shall pay the contractor for two (2) hours of service.
 - 3.6.2 **INTERVIEWS.** In the event the County interviews temporary laborer applicants prior to selecting a temporary laborer, the County shall pay the contractor for the actual time of the interview for each temporary laborer applicant interviewed. The contractor shall be paid for the

actual time of the interviews in accordance with the firm, fixed price per hour as established for the position the temporary laborer applicant is being interviewed.

3.6.3 HIRING OF LABORER. In the event the County employs a temporary laborer prior to the expiration of the number of the calendar days after the initial placement of the temporary laborer for which a hiring fee is applicable as specified on the Pricing Page, the contractor shall invoice and the County shall pay in accordance with the firm, fixed hiring fee stated on the Pricing Page. However, the contractor shall be prohibited and the County shall not pay a hiring fee for a temporary laborer employed 90 calendar days following the initial placement of the temporary laborer with the County.

3.7 CONTRACT DOCUMENTS. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the County's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

3.8 INSURANCE. The contractor shall understand and agree that Cole County cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Cole County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds Cole County as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Cole County is protected as an additional insured. In the event any insurance coverage is canceled, the County must be notified immediately.

3.9 AUTHORIZED PERSONNEL. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the County has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The County may also withhold up to twenty-five percent of the total amount due to the contractor.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

3.10 CONTRACTOR STATUS. The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Cole County.

The contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold Cole County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Additionally, the contractor shall understand and agree the temporary laborer individual provided by the contractor shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and contractors.

4.0 BID REQUIREMENTS

Section 1: Fully Executed Cover Page (page one of this document)

Section 2: Anti-Collusion Statement

Section 3: Fully Executed Bid Form

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid.

(BY) _____

(BY) _____

Sworn to before me this ____ day of _____, 20 ____

Notary Public

My Commission expires: _____

BIDDER RESPONSE FORM
Bid No. 2016-28, Temporary Laborer Services

MARK-UP PERCENTAGE OVER LABORER PAY RATE _____ %

NUMBER OF CALENDAR DAYS AFTER INITIAL PLACEMENT THAT THE COUNTY MAY EMPLOY THE TEMPORARY LABORER WITHOUT FEE/PENALTY/LIQUIDATED DAMAGES TO CONTRACTOR (MUST NOT EXCEED 90 DAYS) _____ DAYS

FEE CHARGED FOR HIRING INDIVIDUAL AFTER INITIAL PLACEMENT OF TEMPORARY LABORER PRIOR TO THE EXPIRATION OF THE NUMBER OF CALENDAR DAYS IDENTIFIED FOR WHICH A HIRING FEE IS APPLICABLE \$ _____

Name of Respondent