



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

**Request for Proposal:** **LATERAL FILING SYSTEM**

**Date Issued:** **9-23-13**

PROPOSALS SHALL BE ACCEPTED UNTIL: **TUESDAY, OCTOBER 22, 2013**, AT 2:00 P.M. LOCAL TIME.

**Specification  
 Contact:**

**WES WAGNER**  
 Department of the County Clerk  
 636-797-5002

**Contract  
 Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5382

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

SAMPLE ENVELOPE

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

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. 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.

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

**Vendor  
 Information:**

Company Name	Authorized Agent (Print)	
Address	Signature	
City/State/Zip Code	Title	
Telephone #	Date	Tax ID #
E-mail	Fax #	

## **TABLE OF CONTENTS:**

<b>Legal Notice and Request for Proposal</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Proposal Requirements</b>	<b>Page 3</b>
<b>Proposal Form and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 8</b>
<b>Specifications</b>	<b>Page 10</b>
<b>Exceptions to Proposal</b>	<b>Page 10</b>

## PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: \_\_\_\_\_"

### A. PROPOSAL SUBMISSION:

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

Prevailing Wage

Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

### 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:

Proposal Deposits are not required unless specified in the Specifications.

### 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 Request For Proposal and Proposal Form

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 incorporated into the contract as if fully setout therein.

**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 ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

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

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

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

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

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

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

**L. PROPOSAL OPENINGS:**

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

**M. PROPOSAL TABULATIONS:**

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

## PROPOSAL FORM AND CONTRACT

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

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

**B. TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

**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:**

Request For Proposal and Proposal Form

Page 6 of 19

Bidder's Initials: \_\_\_\_\_

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:
  - a. If supplier fails to deliver the items required by the contract within the time specified; or
  - b. 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.
  - c. 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](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**WES WAGNER – COUNTY CLERK – 636-797-5002**

**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).

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18<sup>th</sup> and C Streets, NW, Washington, D.C. 20240.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)**

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

Date

## **Instructions for Certification**

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
  
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
  
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
  
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, without modification, in all covered transactions and in all solicitations for covered transactions.
  
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

## **Lektriever Model 120 Electric Lateral File (ELF)**

### **PART 1 – PRODUCTS**

#### **LEKTRIEVER 120 ELECTRIC LATERAL FILE (ELF) EQUIPMENT**

##### **A. Manufacturers:**

1. These specifications shall be based upon Kardex Remstar Lektriever 120 ELF units.
2. The following manufacturers are approved provided they meet the following requirements from which deviations will not be permitted:
  - a. White Systems
  - b. Hanel Storage Systems
3. The Kardex Remstar Lektriever 120 ELF unit shall meet the design requirements and deviations will not be permitted:
  - a. Each unit shall be 116.02 inches wide by 100.4 inches tall with 16 carriers per unit.
  - b. Each unit shall have multipurpose carriers.
  - c. Each unit shall be provided with a 2 year written **FACTORY** warranty. (Dealer or distributor warranties are not acceptable.) Two year warranty cover all parts and labor as long as preventative maintenance is done at 6, 12 and 18 month intervals.
  - d. All ADA requirements shall be met including reach requirements.
  - e. Each unit shall be equipped with an emergency stop button (mushroom shaped) on the left and right side of the unit.
  - f. All service and maintenance shall be from removable panels in the front of the unit; service access shall not be allowed from the rear or the sides. Zero clearance shall be required on the left and right side of the unit.
  - g. Entire unit shall be TUV listed.
  - h. Maximum overall unit depth with work counter shall not exceed 60 inches. Work counter adds 11.8” to over all depth of unit.

##### **B. Components:**

1. General Construction:
  - a. End frames shall be manufactured as integrated assemblies and shall be shipped to the site in complete form. End frame panels and reinforcement channels shall be manufactured from 16-gauge steel. Outside panels (skins) shall be manufactured from 18-gauge steel. Doors shall be manufactured from 19-gauge steel. Base and frame components shall be manufactured from 12-gauge steel. Tracks shall be manufactured from 20-gauge steel. Panels shall be secured internally to prevent un-authorized access by panel removal. Doors shall be of a two-section counter balance design and shall be lockable with the work counter in any position. A steel roof panel to prevent dust and dirt contamination shall be provided for the top of the unit.
2. Carrier Construction
  - a. Carrier bodies shall be manufactured from 16-gauge steel. Carrier ends shall be manufactured from combination 16-gauge steel. All sides of the carriers shall be reinforced with hat channels or through the use of welded dividers. Carriers shall facilitate removal with the dismantling of the unit. Carrier suspension arms are of a design, which promotes even weight distribution and reduced vibration. Suspension guide wheels shall be permanently attached to suspension arms and manufactured from nylon.

3. Ergonomic Factors
  - a. The control location shall be within arm's reach when sitting or standing at the work counter. With the work counter in the seated position, the bottom surface of the work counter shall be 28.0" from the floor and the top surface shall be 29.5" from the floor. In the standing position, the bottom of the work counter shall be 37.9" from the floor and the top surface shall be 39.4" from the floor.
4. Tracking System
  - a. The tracking system shall be of a full-circumference design to minimize noise and reduce wear. The tracking system shall be of an offset parallel design to provide maximum stability and rigidity when the carrier is presented in the access opening. This also shall permit the inclusion of odd numbers of carriers. Track curves shall be elliptical to provide for a compact overall design. Noise level shall not exceed 60 decibels for a loaded unit.
5. Braking System
  - a. The braking system shall be of solid-state, dynamic design. Unit design shall feature electronic circuitry, which shall increase the motor speed from the stop position to operational cycle speed and shall smoothly decelerate the motor in two steps to the stop position.
6. Drive Mechanism
  - a. The conveyor chain shall be 1" ASA 80, pre-stretched and matched at the factory. Conveyor chain for both end frame assemblies shall be made from the same production batch of chain. The chain shall have a 7:1 safety factor and a tensile strength of 14,500 pounds. The motor shall be 1.341 HP AC (1.0KW) geared motor with a two speed motor controller and of constant power design. The drive chain shall be 5/8" ASA 0. The complete end frame drive assembly shall be factory tested in operation simulation test fixtures to ensure smooth running prior to shipment.
7. Conveyor Imbalance
  - a. The conveyor system shall be capable of transporting loads up to 326 pounds of maximum imbalance condition.
8. Power Requirements
  - a. Standard power required shall be single phase grounded electrical service of 16 amperes with a voltage of 110 VAC at 60 Hz. Average power consumption when the unit is running shall be 1.25kw and 0.5kw when the unit is idle. Power Cord Specifications: 12-gauge wire, to be obtained locally.
  - b. No other power source than 110 VAC at 60 Hz is acceptable.
9. Cycle Time
  - a. Average cycle time shall be 7.00 inches per second.
10. Weight Limit
  - a. Maximum weight of empty unit shall be no more than 3000 pounds
  - b. Maximum weight of fully loaded unit shall be no more than 8200 pounds
11. Carrier Positions
  - a. Carriers shall be selected from the keyboard console of the unit, which operates the drive assembly. Carrier selection shall be achieved via an electronic digital proximity sensor, which shall locate and count rotating carriers and carrier levels. The position system shall be of a maintenance free design.
  - b. A method of operating the unit manually (without power) shall be provided. Units shall have the ability to be manually rotated by the use of a hand crank. If during hand cranking the power is returned to the unit, it (the unit) shall remain non-operational by means of a micro switch interrupt caused by the hand crank attachment.

## 12. Control Maintenance Access

- a. Access to control boards and electronics shall be achieved through a hinged access panel below the work counter. It shall facilitate the easy exchange of boards and individual components.

## 13. Finish

- a. Any proposal shall include finish and color selection.
- b. Interior and exterior surfaces shall have a powder coat finish that is fast drying and free from lead and chromate. Minimum coat thickness shall be 0.5 to 1.0 mil. Carriers and other internal components shall be finished in a highly abrasive resistant baked enamel with a minimum coat thickness of 0.5 to 1.0 mil.

## 14. Controls

- a. Operating instructions shall be included with delivery of unit.
- b. The unit shall be equipped with microprocessor controls that enable the operator to start, stop and completely direct the operation of the unit.

## 15. Keyboard Control Console

- a. The keyboard controller shall provide complete control for scanning or selecting media stored in the unit. The standard controller shall include up and down keys for manual carrier selection, three-digit LED display with ½" high characters, numeric keyboard for direct carrier selection via the shortest route, start/restart key, stop/interrupt key and an index grid.
- b. The keyboard shall be located in the center of the work counter or in the movable magnetic matchbox control for ease of operation. The keyboard in the work counter shall be recessed into the surface and have sufficient design to protect the keys from being inadvertently depressed.
- c. A level shall be selected by entering the carrier number and depressing the green down arrow key. The unit shall retrieve the selected carrier to the access opening, choosing the shortest direction. The display shall flash when an invalid selection is made and await new input.
- d. The ability to scan levels through use of the "Up or Down" arrows shall be possible at any time. The unit shall stop when the carrier is positioned at the work counter level when an arrow key is released.
- e. During rotation of the unit, it shall be possible to stop the rotation of the carriers by depressing a designated key. The unit shall stop when the carrier is positioned at the work counter level when an arrow key is released.
- f. The unit shall stop immediately if any of the safety devices are activated. A coded display shall identify the interrupted safety circuit in the keyboard display window. The display shall be cleared when the interruption is no longer present and the green down arrow with the flashing LED is depressed.

## 16. Main Control Panel

- a. In addition to the keyboard, there shall be a main control panel featuring the following: illuminated on/off switch for overhead fluorescent light and digital safety status display with single digit numeric code for safety interrupt diagnosis.

## 17. Control Circuits

- a. The control circuits shall be of a solid-state design and modular in concept. The control circuits shall be readily accessible at the front of the unit. The keyboard control and other major electronic components shall be designed to be easily removed or replaced.



## 18. Safety Features

- a. All units shall employ a safety system that continually monitors the proper operation of the unit and prevents the operation of or immediately stops the unit if any safety interrupt is detected. All safety circuits shall be of a “fail-safe” design. Two stopping systems shall be incorporated to provide redundancy. Maximum safety stopping distance of the conveyor system shall be +/- 0.59”.
- b. The safety system shall include as standard of every unit:
  - i. Two (2) emergency stop buttons located on each side of the unit
  - ii. Full safety light curtain in the access opening
  - iii. Mechanical trip bars at the top and bottom of the access opening shall be an integral part of the door assembly
  - iv. Micro switch interrupt shall prevent machine operation if the doors are not completely open
  - v. Micro switch interrupt shall prevent machine operation if the maintenance access panel is not totally secure
  - vi. Micro switch interrupt shall prevent machine operation if the hand crank is in place. If any of the above mentioned safety circuits is interrupted, the unit shall stop movement and the operator shall be notified via an alpha numeric display in the control panel showing a safety status code identifying the interrupted circuit

## 19. Work Counter

- a. The work counter shall be a mechanically adjustable work counter capable of being located in either a seated or standing position. It shall be covered in plastic laminate with a rounded front edge. The work counter shall extend across the full width of the unit and be 11.8” in depth. This shall be accomplished without disconnecting or moving photocells. Doors shall be lockable in any height.
- b. An optional folding work counter may also be used to reduce wasted aisle space.
- c. An optional electrically adjustable work counter may be used for maximum flexibility. This work counter shall move to a standing or seating position by pushing a button.

## 20. Multi-Purpose Carriers for Maximum Flexibility

- a. Shall be divided universal carriers for letter file folder trays
- b. The carrier depth shall be 13.97 inches
- c. Each unit shall have a minimum of 1616 linear file inches
- d. Clear height of each carrier shall be 8.74 inches

## 21. Security

- a. Each unit must have a key lockable steel door that prevents access to all media in the unit. The door must be lockable whether the work counter is in the adjustable seated or adjustable standing position.
- b. Automatic closing security doors shall be available to protect sensitive and valuable files and items.
- c. Managers shall be able to set specific users with access rights to specific carriers in the unit. The doors shall remain closed until the carrier which an operator has permission to access is presented at the work counter for picking.
- d. After a pre-determined time, doors shall automatically close to secure the integrity of the stored items.

## **PART 2 – EXECUTION**

1. Delivery
  - a. Delivery shall be in original crates with manufacturer's labels intact.
  - b. Delivery and assembly on weekend and/or non-business hours preferred.
  - c. Damaged or deteriorated materials from shall be removed from site.
2. Installation
  - a. Use of only factory certified workmen to receive, unload, move and install this equipment will be permitted
  - b. Installation shall be completed according to manufacturer's current published instructions.
  - c. Assembly instructions shall be included with delivery of unit
3. Training
  - a. Provided on-site training for personnel. Training shall include all shift personnel (if any).

## **PART 3 – WARRANTY/MAINTENANCE**

1. Warranty/Maintenance
  - a. Additional warranty and maintenance agreement package options shall be submitted with bid for optional purchase.

**TOTAL COST:** \_\_\_\_\_  
( Must include shipping and delivery)

**In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2013:**

\_\_\_\_\_  
**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**