

BILL NO.: 17-0606

ORDINANCE NO.: 17- 0303

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1 **AN ORDINANCE AWARDDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR PROFESSIONAL GOVERNMENTAL CONSULTING AND**
5 **LEGISLATIVE SERVICES; AND AUTHORIZATION FOR THE COUNTY**
6 **EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
7 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
8 **PROPOSALS.**

9 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
10 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
11 and proposals for the following items or services:

BID NAME

Professional Governmental Consulting and Legislative Services

NUMBER OF BIDS RECEIVED

5

DATE OF BID OPENING

4-11-2017

18 **WHEREAS**, after reviewing the bids and proposals set forth above, the
19 Department of Administrative Services has determined that certain bids and proposals

FILED

JUN 22 2017

RANDY B. HOLMAN
COUNTY CLERK, JEFFERSON COUNTY, MO

1 represent the best bid for the respective items or services and met the bid or proposal
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Strategic Capitol Consulting LLC for a
5 term from 06-01-17 to 05-31-18 upon approval by the County Council and County
6 Executive for **up to \$42,000.00 per year one, for total amount not to exceed \$42,000.00**
7 **annually**, subject to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
12 bidding for each respective item or service as follows:

13 BID NAME

14 Strategic Capitol Consulting LLC

15 TERM

16 06-01-17 to 05-31-18

17 with two (2) additional one (1) year renewal options

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 **Up to \$42,000.00 per year one,**

21 **for total amount, not to exceed \$42,000.00 annually,**

22 **subject to budgetary limitations**

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AWARDED BIDDER

Strategic Capitol Consulting LLC

Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreement incorporated by Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

Section 4. The County Executive shall keep the County Council informed on the activities and actions being represented on behalf of the County.

Section 5. The County Executive shall forward to the County Council any reports, recommendations or updates provided under this contract.

Section 6. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Robert Boyer	<u>yes</u>
Council Member District 4, Charles Groetke	<u>yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>Absent</u>

THE ABOVE BILL ON THIS 12th DAY OF June, 2017:

PASSED FAILED


Renee Reuter, County Council Chair


Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14TH DAY OF JUNE, 2017.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2017.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Randy B. Holman

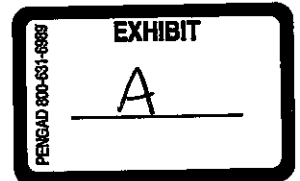
Randy B. Holman, County Clerk

BY *Kathleen E. Niskey*

Reading Date: 06-12-2017



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050
 www.jeffcomo.org



BID #: 17-0027

Request for Proposal: PROFESSIONAL GOVERNMENTAL CONSULTING AND LEGISLATIVE SERVICES

Date Issued: 02-28-17

PROPOSALS SHALL BE ACCEPTED UNTIL: WEDNESDAY, MARCH 28, 2017, 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

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	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 two 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:

<u>Strategic Capital Consulting, LLC</u>	<u>Steven D. Tilley</u>	
Company Name	Authorized Agent (Print)	
<u>16141 Swingley Ridge Road, Suite 110</u>	<u>Steven D. Tilley</u>	
Address	Signature	
<u>Chesterfield, MO 63017</u>	<u>Owner</u>	Title
City/State/Zip Code		
<u>(573)-768-4949</u>	<u>March 20, 2017</u>	<u>45-6399098</u>
Telephone #	Date	Tax ID #
<u>Steven.tilley.71@gmail.com</u>	<u>(573)-547-3077</u>	
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 16 & 17).**
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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER" SINITIALS: _____

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. 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 shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor 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).

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, 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. 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.

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

The Vendor/Contractor 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, 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.devnetwedge.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) 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. **LLC**

Incorporated in the State of Missouri

Organized

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

VICKIE PRATT – CONTRACTS AND GRANTS MANAGER
636 797-6083

Jefferson County is seeking proposals for Governmental Consulting and Legislative Services. 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 SPECIFICATIONS AND SCOPE

- An authorized representative of the individual firm submitting the proposal must sign the proposal in blue ink.
- 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.
- All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time the proposals are due.
- 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 initial contract shall be effective for the approximate twelve (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.
- 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.
- 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 vendors must possess the necessary and appropriate business and/or professional licenses in their field.
- 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.

1. STATEMENT OF PURPOSE

- 1.1. The County of Jefferson, Missouri (the "County") is seeking the services of an experienced professional qualified firm or individual capable of providing Professional Governmental Consulting and Legislative Services that promote the County of Jefferson before the Missouri General Assembly and other State of Missouri governmental bodies.
- 1.2. The professional services will include, but not be limited to: Representing the best interests of the County of Jefferson as determined by the County Executive in regards to legislative issues that come before the Missouri Legislature and working, as directed by the County, to effect passage or defeat of legislation that influences those interests.

2. GENERAL INFORMATION

- 2.1. This Request for Proposal (RFP) has been issued for the sole purpose of establishing a one (1) year contract with a vendor capable of providing Professional Governmental Consulting Services with an optional two (2) additional one (1) year renewals. The renewal options will be at the sole discretion of the County.

- 2.2. All proposers must certify that personnel performing services for the County shall be properly registered with the State of Missouri as per State Statute and shall further comply with all applicable Federal, State, City and Local laws which govern conflict of interest and lobbying activities. Without limiting the foregoing, the successful vendor shall file in a complete and timely manner registrations and reports required by Missouri conflict of interest/lobbying laws.
- 2.3 The Proposer will perform all services hereunder as an Independent Contractor and not as an employee of the County. The successful vendor shall supply their own office equipment, materials, etc., as needed, and shall have sole responsibility for determining the manner in which they perform services hereunder. County understands and agrees that the successful vendor shall not be subject to supervision by County in the performance of such services. County shall not set work schedules, nor shall they be eligible for coverage under any County benefit plan as a result of this agreement.

The professional services will include, but not be limited to:

- 2.4. Consult with the County Executive prior to legislative session to determine agenda.
- 2.5. Recommend lobbying efforts in upcoming legislative session to achieve agenda goals.
- 2.6. Monitor and provide advice, including recommendations, to the County Executive on legislation scheduled for upcoming legislative session which would affect the County in either a positive or negative manner.
- 2.7. Provide weekly updates during the Missouri legislative session on issues of importance to the County.
- 2.8. Secure sponsorship of bills and/or amendments needed to further the County Agenda.
- 2.9. Work with legislative staff and members to advocate passage of said bills and/or amendments, work with the Governor's office during bill review process to advocate final passage of positive legislation or veto of negative legislation.
- 2.10. Monitor agency rule-making process and advise the County of action needed to implement legislation in a manner most favorable to the County.
- 2.11. Proposer agrees not to represent or lobby on behalf of any group with interests which the County deems to conflict with the County's best interest. If Proposer wishes to act as a contractor for such a company or group, they must first seek and receive explicit permission in writing at the discretion of the County.
- 2.12. Should any active lobbying assignment extend past the contract termination date, that contract shall be extended until completion of such assignment only after County Council approval.

3. PROPOSER'S QUALIFICATIONS

- 3.1. All proposers must be primarily engaged in providing the services as outlined in the Scope of Services.
- 3.2. All proposers must have a demonstrated comprehensive understanding in areas listed in this proposal. Understanding and previous experience is a very essential criterion in the qualifying process.
- 3.3. The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

4. SUBMISSION OF PROPOSALS

- 4.1. Qualified individuals, or firms, interested in providing the services described are required to submit a complete Proposal for consideration. The Proposal shall address the items listed within this Request for Proposal. Failure to provide all requested items might be sufficient cause for non-acceptance of the Proposal and/or subtraction of points in the area(s) where required information is missing.
- 4.2. The proposer may provide information in addition to the information requested; however, the additional information shall be placed at the end of the proposer's submittal in a section separated from the remainder of the proposal.

5. ADDITIONAL SUBMITTAL REQUIREMENTS

- 5.1. A description of the proposer’s business history and number of years in operation. Include the name, telephone number and email address of the contact person(s) with the authority to respond to questions.
- 5.2. Provide a narrative describing the role of and introducing each key individual in your firm’s organization that will be assigned to the County. Include resumes for all individuals assigned to the County. Provide an organizational chart showing functional relationships between the vendor, including all staff assigned to the County, and the County. Show the lines of communication, authority and assigned responsibility.
- 5.3. Information, which documents successful results on past similar assignments, especially those assignments related to the requirements of this Request for Proposal. Related project experience shall be restricted to those assignments undertaken within the last five (5) years. Include references for at least five (5) recent contracts with public entities which provide the best indication of your firm’s ability to undertake successful lobbyist services for the County, including contact names, titles, telephone numbers, email, fax and mailing addresses.
- 5.4. Summary of the County’s lobbying needs and proposed methods for determining issues.
- 5.5. Evidence of the firm’s ability to manage projects simultaneously and expeditiously; approach to problem/task resolution; and methodology/data gathering techniques and procedures; and teamwork.
- 5.6. Cost Proposal.

6. EVALUATION OF PROPOSALS AND REQUIRED SUBMITTALS

- 6.1. The County will deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of this RFP. Minor omissions or informalities may be waived at the sole discretion of the County. The County also reserves the right to reject any and all proposals, make no award or multiple awards as result of this solicitation. Responsive proposals will be evaluated in the following manner:
- 6.2. An evaluation committee will review and rank all proposals individually on their technical merits and according to the criteria established in this RFP. The committee may contact respondents if any clarification is needed on the proposal. The evaluation committee shall be comprised of: The Jefferson County; Director of Administration, County Counselor and the Contracts and Grants Manager.
- 6.3. The firm that provides the County with the most reliable and cost effective services based on the established evaluation criteria will be recommended to the County Executive and County Council for approval.
- 6.4. Proposals will be evaluated based on criteria outlined in the RFP, any needed interviews, and reference checks. A recommendation will be made for the Consultant whose qualifications and proposal is the lowest and best proposal or whose proposal would be most advantageous to the county, all factors considered.
- 6.5. All proposals will be reviewed independently by the selection committee and ranked on the basis if the criteria below.

GRADING CRITERIA	POINTS
Firm’s Credentials	20
Qualifications and previous Legislative Experience of Persons Assigned to the County	20
Documented Results on Similar Jobs as Verified by References	30
Firm’s capacity to effectively meet scope	10
Responsiveness to RFP	10
Cost Proposal	10
Total Possible Points	100

7. COMPENSATION

- 7.1 The vendor shall provide a not-to-exceed annual fee for the Professional Governmental Consulting Services described herein. Any increases for subsequent renewal periods must be reflected in the cost proposal. This pricing is to be included on the Pricing Page. The contractor must receive approval from County prior to performing any services outside of the Scope of Services in order to receive payment for their services.

ESTIMATED SCHEDULE

The estimated schedule is as follows:

County releases RFP	March 3, 2017
Responses due	March 28, 2017
Consultant Interviews if needed (begin)	March 29, 2017
Contract awarded	April 10, 2017

PRICING PAGE

GOVERNMENTAL CONSULTING AND LEGISLATIVE SERVICES

PROPOSAL DUE DATE: March 28, 2017 2:00 PM

The Proposer must provide pricing information as specified below to provide Professional Governmental Consulting and Legislative services in accordance with the terms and conditions of this Request for Proposal.

Funding limitations may require Jefferson County Government to perform part of the work outlined in the SCOPE OF SERVICES.

FEE PROPOSAL

Base Bid

Professional Governmental Consulting and Legislative services

Year 1:

Annual Fixed Cost

\$ 42,000 per year

Optional Renewal:

Year 2

Annual Fixed Cost

\$ 42,000 per year

Year 3

Annual Fixed Cost

\$ 48,000 per year

AUTHORIZED SIGNATURE

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



Signature

3/20/17

Date

Steven D. Tilley President

Print Name and Title

3/20/17

Date

AFFIDAVIT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Steven D. Tilley of the city of Chesterfield,
County of St. Louis, State of Missouri,

Being duly sworn on her or his oath, deposes and says:

1. That I am the Owner (Title of Affiant) of Strategic Capital Consulting, LLC (Name of Respondent) and have been authorized by said Respondent to make this affidavit on the Respondent's behalf;
2. No employee of the County is financially interested in what the Respondent is offering to sell to the County pursuant to this invitation, nor is the Respondent a County employee or board member whose proposal creates a conflict of interest.
3. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this invitation; and
4. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the County of Jefferson, State of Missouri or Federal Government.

Steven Tilley (Name of Respondent)

By: [Signature] (Signature of Affiant)

Owner (Title of Affiant)

Subscribed and sworn to before me this 20 day of MARCH, 20 17

Abbie Maurine Engle
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for St. Charles County
My Commission Expires March 16, 2020
COMMISSION NO. 16997416

NOTARY PUBLIC in and for the County of ST. LOUIS
State of MISSOURI

(SEAL)

My commission expires: 03/16/2020

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 Steven D. Tilley (Name of Business Entity Authorized Representative) as Owner (Position/Title) first being duly sworn on my oath, affirm Strategic Capital Consulting, LLC (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 RFP - Professional Governmental Consulting and Legislative Services (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 Strategic Capital Consulting, LLC (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 RFP - Professional Governmental Consulting and Legislative Services (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

Steven Tilley
Printed Name

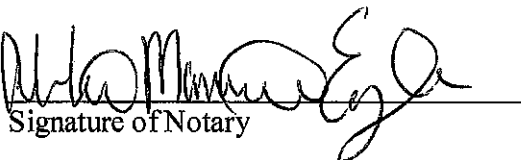
Owner
Title

3/20/17
Date

Subscribed and sworn to before me this 20 of MARCH, 2017. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of ST. LOUIS, State of
(NAME OF COUNTY)

Missouri, and my commission expires on 03/16/2020.
(NAME OF STATE) (DATE)


Signature of Notary

03/20/2017
Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Strategic Capital Consulting LLC (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.

Steven Tilley
Authorized Business Entity
Representative's Name
(Please Print)

[Signature]
Authorized Business Entity
Representative's Signature

Strategic Capital Consulting LLC Business Entity Name 3/20/17 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) 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).

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this day of 2017:

Strategic Capital Consulting
Company Name

County of Jefferson, State of Missouri

Stewart Tilley
Signature

Stewart Tilley
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____

16141 Sunnyside Ridge Rd Suite 110
Chesterfield, MO 63017

Phone: (573)-517-0300

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.

[Signature]
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor

COOPERATIVE BID FORM

Bid Name: RFP - Professional Governmental Consulting and Legislative Services

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: \$ 42,000 yearly

BY: 

TITLE: Owner

COMPANY: Strategic Capitol Consulting

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (573)-517-0300 E-mail steventilley71@gmail.com

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