



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2019-A2

TITLE: Electrical Contractor for Radio Tower Structure

Solicitation Schedule & Deadlines:

January 30, 2019	Solicitation Release Date
February 4, 2019 2:00 PM	Site Review
February 6, 2019 2:00 pm	Deadline for Submitting Questions
February 8, 2019, 4:30 pm	Deadline to post Addendum
February 15, 2019 at 9:00 AM	Deadline to Submit Response
February 15, 2019 at 10:00 AM	Opening Date Time

Responses must be received no later than "Deadline to Submit Response"

February 15, 2019 at 9 am

Kathy Hardeman, Purchasing Agent

Ann Struttmann, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: _____

SUBMISSION CHECKLIST

_____ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

_____ I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

_____ Solicitation Cover page

_____ Contractual Terms and Conditions Acknowledgement

_____ Company Profile

_____ Pricing Form completed and signed

_____ List of subcontractors, if any

_____ Completed Vendor Information Form

_____ I have one original and two copies that are labeled accordingly

_____ Envelope is sealed and label attached

SPECIFIC REQUIREMENTS

The Franklin County Government is requesting bids from Firms to provide electrical wiring, reconnections and related scope for the existing Franklin County 911 Dispatch Tower and Structure, located at 1 Bruns Lane, Union, Missouri 63084.

1. Contractor shall include a company profile which should indicate the number of years in business, number of employees, certifications and licenses held, resumes of key personnel, and experience with installation of cellular tower structures (including contact information).
2. Contractor shall include a list of proposed subcontractors, if any.
3. Without limiting its liability hereunder, the Contractor shall maintain during the life of this Agreement the following insurance and furnish the County, certificates of insurance listing the County as an additional insured as evidence thereof. Such certificates shall provide that cancellation or substantial modification of said insurance shall not be affected without thirty (30) days prior written notice to the County. The certificates shall plainly designate the name of the project for which the certificate is provided.
 - (1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed
 - (2) Commercial General Liability Insurance written on an occurrence basis with the following limits of liability
 - General Aggregate \$4,000,000
 - Each occurrence \$4,000,000
 - (3) Automobile Liability Insurance. Bodily injury and property damage combined single limit - \$1 million each occurrence, \$4 million aggregate
 - (4) The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage for the liability.
4. Upon notification of intent to award, contractor shall supply County proof of participation in E-Verify in the form of MOU (memorandum of understanding), signed contract, and a current W-9.

SCOPE OF WORK

General

Franklin County plans to construction a jail addition at the existing County Jail. The addition footprint requires the relocation of the existing cellular tower structure. The new tower structure, foundations, and demo of the existing tower structure is by others. This bid package is to provide the electrical reconnections from the existing electrical rooms in the Jail to the new tower structure provided by others. This includes labor and material for the routing, conduit, wiring, and all miscellaneous electrical equipment to make final terminations at each end.

Coordination with the County's radio vendor is essential. Point to point testing of this scope by this contractor. Assistance in final testing of radio tower structure required by this contractor; actual testing by radio vendor.

Schedule

The anticipated schedule for the electrical connections to the cellular building structure is immediately upon award of this RFB. The new tower structure foundations have been installed as of 1/18/19. Anticipated date to set the new structure in place is no later than February 15th. All scope of work for this RFB and final testing of tower structure to be completed no later than April 15, 2019.

Perform the following scope:

- Provide and install a weather proof NEMA 3R enclosure with camlock lugs for a portable generator. Connect to source two OF manual transfer switch. Lugs shall accommodate up to 200A, 120/208V, 3Ph portable generator.
- Provide and install a NEMA 3R manual transfer switch rated 200A, 3Ph, 120/208V. Connect load side to communication building loads. Connect source one to incoming feeder indicated. Connect source two to portable generator J-box. Coordinate exact termination points with owner's radio building vendor.
- Route conduits and wiring as indicated on drawing TE01 and in coordination with owner.
- Provide and install (1) 2-1/2" EMT conduit from existing radio room to new control building. Route on roof to avoid detention area. Provide Nylon pull string. Coordinate exact termination points with Owner and Owner's radio building vendor.

- Provide and install new fuses in existing spare fusible switch in distribution panel DE-1. Prior to work and prior to ordering any equipment, devices or conduit, verify switch is indeed an available spare switch in operable condition.
- Provide and install new feeder from DE-1 panel to new communications building. Route over roof to avoid detention area. Coordinate exact route with owner in the field prior to performance of work. Coordinate exact termination points with owner and owner's radio building vendor. Provide and install NEMA 3R pull boxes as required.
- Provide and install roof protection as needed to maintain owner's warranty.
- Coordinate roof patch with Owner's roofing contractor.
- Provide labor to clean-up work areas daily with removal of trash from all work areas to dumpster provided by the owner.
- Provide all permits as necessary from the City of Union, MO.
- Include all costs for bond, insurance, overhead, profit, general conditions, tools, trucks, equipment, etc.
- Provide an hourly rate to be applied to potential scope of work beyond this RFB. If rates vary per classification of worker, please provide rates and indicate the classifications as necessary. Labor rates shall not include OH&P, tools, service vehicles, etc.
- In the event of a change order, vendor backup for all equipment and materials purchased as part of the additional scope will be required for change order review and approval. Maximum overhead and profit on any change order work will be 12%.

This contractor is highly encouraged to visit the site to review transport path, accessibility, etc. Kickoff meeting will be held onsite with awarded contractor, owner's representative, and the EOR prior to performance of work.

Additional Services

Contractor to provide an unconditional guarantee against defect of all workmanship and material for a period of one year from date of acceptance by the County.

Exhibits

Sheet TE01 dated 8-24-2018

Sample Contract

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the

requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

VENDOR INFORMATION

Company Name _____

Mailing Address _____

Phone number _____

Contact Name _____

Contact Name Title _____

Email Address _____

PRICING FORM

2019-A2 Electrical Contractor for Radio Tower Structure

REQUIRED PRICING BID BREAKDOWN

The contractor shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFB.

- | | |
|---|--------------|
| 1. Total Cost of Work | \$ _____ |
| 2. Availability to begin investigation (Date) | _____ |
| 3. Anticipated duration of work (# of days) | _____ |
| 4. Hourly Labor Rates | |
| a. _____ | \$ _____ /HR |
| b. _____ | \$ _____ /HR |
| c. _____ | \$ _____ /HR |
| d. _____ | \$ _____ /HR |

Company Name _____

Authorized Signature _____

Printed name and title _____

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

ATTACHMENT 1
SEALED RESPONSE LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

SOLICITATION # 2019-A2 DATE: 02/15/2019

DESCRIPTION: Electrical Contractor for Radio Tower
Structure

Vendor Name: _____

Vendor Address: _____

AGREEMENT

This AGREEMENT (the "Agreement") is made this ____ day of _____, 2019 by and between the County of Franklin, Missouri (the "County"), and _____ ("Contractor").

WHEREAS, the County submitted a Request for Proposals requesting qualified companies to submit proposals for the County's construction of a jail addition at the existing County Jail. The addition footprint requires the relocation of the existing cellular tower structure. The new tower structure, foundations, and demolition of the existing tower structure is by others; and

WHEREAS, the Contractor is to provide the electrical reconnections from the existing electrical rooms in the Jail to the new tower structure provided by others. This includes labor and material for the routing, conduit, wiring, and all miscellaneous electrical equipment to make final terminations at each end. Contractor will be required to coordinate with the County's radio vendor and perform point to point testing. Contractor shall also provide assistance in final testing of the radio tower with actual testing provided by others

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal"), and in so doing, made certain representations as to its ability and fitness to provide the County with the services as requested in the Request for Proposals.

WHEREAS, in reliance on Contractor's representations and Contractor's Proposal, the County has accepted the Contractor's Proposal.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the County and Contractor do hereby covenant and agree as follows:

1. **Scope of Work.** The Contractor shall perform the work as identified in the RFB NO: 20191-A2 at 1 Bruns Lane, Union, Missouri 63084. (the "Project"). The Contractor shall be responsible for providing and furnishing, at its sole cost and expense, all labor, materials, tools, expendable equipment, and all utility and transportation services necessary for the completion of the Project. The Project shall be completed in a workmanlike manner and in accordance with the Contract Documents.

2. **Contract Price.** The County shall pay to the Contractor for the performance of this Agreement the sum of _____ Dollars (\$ _____) (the "Contract Price").

3. **Payment.** The County shall pay to the Contractor the Contract Price and any Additional Compensation within thirty (30) days of the completion of all the work required under this Agreement. The County's obligation to pay the Contract Price and

any Additional Compensation due hereunder shall only arise following the satisfactory inspection and approval by the County of the work performed.

4. **Time of Completion.** The work to be performed under this Agreement shall be commenced on the date of execution of this Agreement and shall be diligently prosecuted and substantially completed within Forty (40) calendar days thereafter.

5. **Contract Documents.** This Agreement consists of the following component parts, all of which are as fully a part of this Agreement as if herein set out verbatim or, if not attached, as if hereto attached ("Contract Documents").

- 5.1. Request for Bids
- 5.2. The Contractor's Proposal.
- 5.3. This Agreement.

In the event that any provision in any of the above Contract Documents conflict with any provision in any other of the Contract Documents, the provision in the Contract Document first enumerated above shall govern over any other Contract Documents which follows it numerically, except as may be otherwise specifically stated.

6. **Indemnification.** The Contractor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the Contractor, his agents or employees, in the performance of this Agreement; and in case any action is brought therefor against the County or any of its agents or employees, the Contractor shall assume full responsibility for the defense thereof, and upon his failure to do so on proper notice, the County reserves the right to defend such action and to charge all costs thereof to the Contractor. The Contractor will take all precautions necessary to protect the public against injury, and when necessary keep danger signals out at night and at such other times and places as public safety may require.

7. **Fair Employment Practices.** The Contractor agrees that during the life of the Agreement it will not discriminate within the State of Missouri against any employee or applicant for employment because of race, color, creed, national origin or ancestry and will include a similar provision in all subcontracts entered into for the performance of his contract. The Agreement may be canceled or terminated by the County, and all money due or to become due under the contract may be forfeited, for a second or subsequent violation of the terms or conditions of this paragraph.

8. **Permits and Licenses.** The Contractor shall give to the proper authorities all notices, as required by law, relative to the work in his charge; obtain all official building permits, licenses for water, temporary enclosures, obstructions or excavations in public streets, etc., and also pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the work and which may arise incidental to the fulfilling of these specifications. All materials used, and work performed, must conform to the laws of the State of Missouri.

9. **Work Changes.** The County, upon proper action by its governing body, may authorize changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the provisions of the Agreement or any Contract Documents. Changes may be made only by written notice served by the County.

10. **Miscellaneous.**

10.1 **Choice of Law; Venue.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in the courts located in Franklin County, Missouri, and the parties hereto agree to the venue and personal jurisdiction of these courts.

10.2 **Assignability.** This Agreement shall not be assigned or transferred by either party without the written consent of the other party being first had and obtained.

10.3 **Notice.** Any notice or demand made pursuant to this Agreement shall be given by certified mail, return receipt requested, and addressed as shown below:

County of Franklin, Missouri
400 E. Locust Street
Union, Missouri 63084

Attention: Abe Cook

Contractor:

Attention: _____

Any such notice or demand shall be deemed to have been given or made at the time it is received in the United States Mail by the addressee. County or Contractor may by written notice to the other party designate any other address for this purpose.

10.4 **Waiver.** The failure of the parties in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or a relinquishment for the future of such term or option, but that the same shall continue in full force and effect.

10.5 **Severability.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

10.6 **Ambiguities.** The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

- 10.7 Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.
- 10.8 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.
- 10.9 Entire Agreement. This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.
- 10.10 Employment of Unauthorized Aliens Prohibited.
- (a) Contractor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 10.11 Construction Safety Program Requirements.
- (a) Contractor shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.
- (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project.
- (c) Contractor shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a).
- (d) Pursuant to Sec. 272.675 RSMo., Contractor shall forfeit as a penalty to the County of \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue

until the time periods in subsections (a) and (b) have elapsed. County shall withhold and retain from the amount due Contractor under this contract, all sums and amounts due and owing County as a result of any violation of this section.

11. Time of the Essence. Contract Times

11.1 All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

11.2 The Work will be substantially completed on or before April 1, 2019, and completed and ready for final payment on or before April 15, 2019.

12. Progress Payments. County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in below.

12.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County may determine:

- a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by County, and if the character and progress of the Work have been satisfactory to County, then as long as the character and progress of the Work remain satisfactory to County, there will be no additional retainage; and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

Upon Substantial Completion, County may pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less 200 percent of County's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

13.0 Final Payment. Upon final completion and acceptance of the Work County shall pay the remainder of the Contract Price.

14.0 The Contract Documents consist of the following:

- a. This Agreement;
- b. Specifications as listed in RFB NO: 20191-A2;
- c. Bidding Documents including Bid.

IN WITNESS WHEREOF, the Parties hereto have duly executed this instrument the day and year first above written.

“COUNTY OF FRANKLIN, MISSOURI” “CONTRACTOR”

By: _____

By: _____

Name: _____

Name: _____