



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 14-050**

For

Generator Set Maintenance Agreement

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Generator Set Maintenance Agreement**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving ninety (90) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked "**Sealed Bid 14-050 Generator Set Maintenance Agreement**" with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 2/4/2014 at 10:00 AM , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

For questions or inquiries concerning the specifications please contact:

Greg Milam, Director of Operations
St. Charles County Family Arena
2002 Arena Parkway
St. Charles, Missouri 63303
Fax: (636)896-4205
gmilam@familyarena.com

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **1/29/2014**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.

Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/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 the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- 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 bid.
- St. Charles County will not award any bid 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 Federal, State or Local taxes, fees and licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered.

When payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

➤ **INSURANCE:**

The successful bidder must agree to provide and maintain during the life of the Contract the insurance(s) listed below, in the minimum amounts specified, with an insurance company licensed to do business in the State of Missouri. All policies must name the County as an additional insured and provide for thirty (30) days written notice prior to any material changes or cancellation.

Workers Compensation: Statutory limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.

Comprehensive General Liability (including automobile): Limits of no less than \$1,000,000/3,000,000/1,000,000 per occurrence or \$3,000,000CSL.

Professional Liability: A minimum of \$1,000,000 per claim, \$3,000,000 aggregate for the rendering or failure to render appropriate emergency health care services by licensed physicians, nurses, paramedics, emergency medical technicians and ambulance personnel. If written on a claims made basis, a mutually agreed upon extended reporting period will be negotiated.

➤ Reliance

Seller acknowledges that it is and that buyer relies upon seller as an expert, fully competent in all phases involved in producing, testing and developing, installing, modifying, altering, reconditioning, stocking, servicing and integrating the equipment and/or systems furnished hereunder, and in training of buyer personnel.

In this context, seller agrees that it will not deny any responsibility or obligation to buyer on the ground that any such phase was originated or accomplished by buyer. Seller shall be responsible for the equipment and/or systems furnished hereunder as though said phases as set forth above were originated and accomplished by it.

More specifically, and without limiting the above, buyer in originating, furnishing or approving any specification, drawing, plan, change, schedule or other document or part thereof, or any test report, or in accepting any systems, neither accepts responsibility for, nor relieves seller from the performance of all terms and conditions of the Request For Proposal, and any contract that may be awarded. Any such acts by buyer shall not modify, impair or abrogate any rights of buyer under this Request For Proposal and any subsequent contract.

Indicate acceptance of all Bid Instructions
Terms and Conditions

Bid Response from (please complete)

Name of Company or individual

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

***Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:***

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

OPEN RECORDS

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

BID SPECIFICATIONS

Solicitation: St. Charles County Government is seeking bids for labor, material, and equipment as required to inspect and maintain the Electric Generator Set at the St. Charles County Family Arena located at 2002 Arena Parkway, St. Charles, Mo. 63303

General Description: To supply the St. Charles County Family Arena with a maintenance agreement to cover a Kohler Generator, model #500ROZD4, S/N 625060, Diesel Fuel, Water Cooled 500 KW at 480VAC, 3 Phase, 60 Hz.

The proposed Maintenance Agreement shall meet the following requirements of The Family Arena:

General Conditions

- 1) Trained and competent Service Technicians shall be directly employed and supervised by the Contractor during the execution of the Maintenance Agreement.
- 2) The Contractor shall operate a Service Center within 40 miles of the City of St. Charles. The Service Center shall support their Field Technicians with an inventory of replacement parts and adequate office staff. Said field support shall include the capability for the Service Center to directly contact representatives of the Original Equipment Manufacturer (OEM) during conventional business hours.
- 3) The Service Technician shall submit a service report or equivalent for all activities performed on St. Charles County premises during the execution of the Maintenance Agreement. Each report shall be submitted directly to the Family Arena.
- 4) The Contractor shall provide all labor, materials, and equipment to perform the "Scheduled Inspection and Maintenance" for Generator Set during the execution of the Maintenance Agreement.
- 5) The Owner shall be responsible for all labor and material charges incurred during the Contractor's performance of "Unscheduled Maintenance and Repair". "Unscheduled Maintenance and Repair" shall only be performed by the Contractor upon receipt of a Service Request by the Owner.
- 6) With the following exceptions, the Contractor shall perform all "Scheduled Inspection and Maintenance" during the normal operating hours of St. Charles County Government (Monday thru Friday 8:30 am – 4:00 pm). The Contractor shall coordinate all "Scheduled Inspection and Maintenance" with the Family Arena.

- 7) The Contractor shall have the right to perform the “Scheduled Inspection and Maintenance” as defined in this Maintenance Agreement. The Contractor shall not claim exclusive rights to otherwise inspect, maintain, repair, or test the Generator Set included in this Maintenance Agreement.
- 8) The Contractor shall warrant all service and repairs to the Generator Set for a minimum period of three months. The Contractor’s workmanship and material warranty must be provided in addition to any applicable manufacturers’ warranties.
- 9) The Family Arena reserves the right to utilize various Contractors to service and repair Generator Set as required to serve the best interest of the County. The County reserves the right to request inclusive bids for any specific major repair or replacement projects at any time during the term of this agreement as required to serve the best interest of the Family Arena.
- 10) The Contractor shall apply for payment after each semi-annual “Scheduled Inspection and Maintenance” has been completed for the Generator Set covered by this maintenance agreement.
- 11) The Contractor shall individually apply for payment after the completion of each “Unscheduled Maintenance and Repair” performed at the request of the Owner.

Unscheduled Maintenance and Repair - Service Requests

- 1) The Contractor shall provide the standard hourly billing rate for their Service Technicians to perform “Unscheduled Maintenance and Repair” upon the request of the Owner. The Contractor shall also provide the labor rate multiplier for overtime hours and holiday hours.
- 2) The Contractor shall provide the Family Arena with a fixed mark-up factor for parts. The Contractor shall charge the Family Arena for parts using their actual cost multiplied by the mark-up factor. The Contractor shall charge the Family Arena the same for parts whether the Contractor performs the part replacement or the Family Arena chooses to self-perform the part replacement for its generator set.
- 3) The Contractor shall provide a detailed quotation for parts and labor for any unscheduled work required to correct an operational deficiency found during the scheduled inspection and maintenance of a generator. A representative of the Family Arena must approve the quotation and specifically authorize the Contractor to perform the repair before the Contractor can proceed with the unscheduled work.

- 4) The Contractor shall provide a detailed work schedule including the standard hours of service, regular working days, and company holidays observed by the Contractor.
- 8) The Family Arena reserves the right to provide parts, either from stock or direct purchase, to the Contractor when such an activity will serve the best interest of the Family Arena.
- 9) The Family Arena reserves the right to repair the Generator Set itself at a later date when such an activity will serve the best interest of the Family Arena.

Scheduled Inspection and Maintenance

A. The Contractor shall provide a Base bid to perform the following “Scheduled Inspection and Maintenance” to Generator Set as defined in this Maintenance Agreement.

- 1) The “First Semi-Annual Inspection and Maintenance” shall be performed in the month of April and include but not necessarily be limited to the following items:
 - a. Change Engine oil and filter(s)
 - b. Clean Engine crankcase breather
 - c. Check Air cleaner / replace Air filter element as required
 - d. Change Fuel filter(s) and check fuel system
 - e. Check Engine coolant level and concentration
 - f. Check Engine coolant hoses and connections
 - g. Clear Radiator of external debris that inhibits air flow across the radiator
 - h. Check condition and tension of drive belts
 - i. Check for oil / coolant leaks on Engine
 - j. Check operation of Engine block heater
 - k. Record Engine coolant temperature and oil pressure
 - l. Check Engine combustion air intake system
 - m. Check Engine exhaust system
 - n. Verify proper operation of automatic transfer switch during and after a full transfer load test of the Generator
 - o. Check operation of remote annunciator panel
 - p. Check battery specific gravity, electrolyte level, and clean connections
 - q. Check operation of battery charger
 - r. Check operation of volt meter, frequency meter, ammeter, and safety systems
 - s. Check operation of indicator lights and lamps (replace or repair as required)
 - t. Check ignition timing, wiring, points, and plugs as applicable
 - u. Check and adjust applicable Components of Fuel delivery system
 - v. Check entire Generator Set for sources of abnormal noise
 - w. Check operation of Engine Governor
 - x. Inspect Engine mounts, couplings, and guards
 - y. Check and lubricate Generator bearings

- z. Inspect Automatic Transfer Switch for cleanliness and integrity as well as signs of excessive heat and wear
- 2) The “Second Semi-Annual Inspection and Maintenance” shall be performed in the month of October. The “Second Semi-Annual Inspection and Maintenance” consists of all items included in the “First Semi-Annual Inspection and Maintenance” with the exclusion of the following items:
- a. Change Engine oil and filter(s)
 - b. Change Fuel filter(s)

B. The Contractor shall provide the cost to perform a “Full Load Resistor Bank Test”. The Contractor shall document any abnormalities observed during the “Full Load\Bank Test”.

Clarifications and Modifications

- 1) The Contractor shall properly dispose of all waste generated during the execution of the Maintenance Agreement. The Contractor shall comply with all Federal, State, and Local regulations governing the disposal of conventional wastes, special wastes, or hazardous wastes.
- 2) The Contractor shall maintain adequate waste disposal records for the subject Maintenance Agreement for a minimum period of three years. The Contractor shall provide adequate waste disposal records upon request by the Owner.
- 3) The Contractor shall not be required to provide a Bid Bond with their proposal for the Generator Set Maintenance Agreement.
- 4) The Contractor shall not be required to provide a Performance Bond after the Generator Set Maintenance Agreement is awarded.

Exception Sheet

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

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

Date: _____

Signature: _____

Title: _____

Company: _____

BID FORM

SB 14-050

Generator Set Maintenance Agreement

BID OPENING DATE: 2/4/2014 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

Base Year 2014

\$ _____ "First Semi-Annual Scheduled Inspection and Maintenance" for Generator

\$ _____ "Second Semi-Annual Scheduled Inspection and Maintenance" for Generator

\$ _____ Standard Hourly Billing Rate for Service Technician

\$ _____ Overtime Wage Multiplier _____ Holiday Wage Multiplier

\$ _____ Hourly Billing Rate for Emergency Calls

\$ _____ Fixed Mark-up Factor for Parts

\$ _____ Base Charge for Individual Generator "Full Load Bank Test"

\$ _____ Mileage Rate

Option Year 2015

\$ _____ "First Semi-Annual Scheduled Inspection and Maintenance" for Generator

\$ _____ "Second Semi-Annual Scheduled Inspection and Maintenance" for Generator

\$ _____ Standard Hourly Billing Rate for Service Technician

\$ _____ Overtime Wage Multiplier _____ Holiday Wage Multiplier

\$ _____ Hourly Billing Rate for Emergency Calls

\$ _____ Fixed Mark-up Factor for Parts

\$ _____ Base Charge for Individual Generator "Full Load Bank Test"

\$ _____ Mileage Rate

Option Year 2016

\$ _____ "First Semi-Annual Scheduled Inspection and Maintenance" for Generator

\$ _____ "Second Semi-Annual Scheduled Inspection and Maintenance" for Generator

\$ _____ Standard Hourly Billing Rate for Service Technician

\$ _____ Overtime Wage Multiplier _____ Holiday Wage Multiplier

\$ _____ Hourly Billing Rate for Emergency Calls

\$ _____ Fixed Mark-up Factor for Parts

\$ _____ Base Charge for Individual Generator "Full Load Bank Test"

\$ _____ Mileage Rate

Authorized signature

Date _____

Bid Response from (please complete)

Name of Company or individual

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all bid terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to _____

(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that
_____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the _____

(Describe project or insert bid number)

for the duration of the contract.

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).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(Day) (Month & Year)

Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date