



LEGAL NOTICE

REQUEST FOR BID
SEALED BID 14-081

For

Uninterruptible Power Systems (UPS) Service Agreement

For

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

St. Charles County is seeking bids for **Uninterruptible Power Systems (UPS) Service 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 two [2] signed copies of the bid must be received in a sealed envelope plainly marked "**Sealed Bid 14-081 Uninterruptible Power Systems (UPS) Service 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 3/12/2014 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

Technical inquiries concerning the specifications should be made to:

Jim Irlander, Assistant Director
Facilities Management Department
St Charles County Government
300 North Second St, Room 101
St. Charles, Missouri 63301
Fax: (636)949-3014
jirlander@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **3/6/2014**. 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 three [3] 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

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

- Time of delivery, installation and system implementation is part of the consideration and must be stated in definite terms if different than listed above, as this must be a factor in making the award. If time varies on different items, the bidder shall so state. It is anticipated that the contract awarded to the successful bidder will include penalties for deadlines that may be missed as a result of acts or omissions of the supplier.
- The bidder shall hold St. Charles County, their officers, agents and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopied composition, secret process, patented or un-patented invention, article or appliance furnished or used under this bid call.
- **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.

➤ 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 the all Bid Instructions
Terms and Conditions

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

St. Charles County Government is seeking bids for labor and material as required to maintain the UPS equipment located in the St. Charles County Government buildings. The following UPS equipment shall be covered under the proposed Service Agreement:

Administration Building located at 201 North Second Street St. Charles, MO 63301

UPS 1 - Powerware Plus	Model 12 / 10, S/N BL042A0155 for Fire / Security Systems
UPS 2 - General Electric	Model LP33-20 KVA, S/N Q00202208B124G for I.S. Systems
UPS 3 - Liebert	Model NX-20 KVA, S/N 1464872 for I.S. Systems
UPS 13 – Eaton	Model 9390 – 80 KVA, S/N EG155CAB03 for Radio Room
UPS 14 – Eaton	Model 9390 – 50 KVA, S/N EG155CAB01 for Radio Room

Warranty Note – UPS 13 and UPS 14 are under factory warranty until June 18, 2014. Both will be covered under the Service Agreement for the majority of “Base Year 2014”.

Courts Admin. Building located at 300 North Second Street St. Charles, MO 63301

UPS 4 - Powerware Plus	Model 18 / 15, S/N BJ473A0112 for Fire / Security Systems
------------------------	---

Criminal Justice Center located at 301 North Second Street St. Charles, MO 63301

UPS 5 - Best Ferrups	Model FD7KVA, S/N FD7K09889 for Fire / Security Systems
----------------------	---

Laura Hill Water Tower located at 69 Ginger Tree Ct. St. Peters, MO 63376

UPS 6 – Powerware	Model 6 - 9170+ S/N BE082T0001 for Radio Equipment
-------------------	--

Alarm / Dispatch Center located at 1605 Wentzville Parkway Wentzville, MO 63385

UPS 7 – Powerware	Model 18 - 9170+, S/N C661N018KF0-47344 for 911 System
UPS 8 – Powerware	Model 18 - 9170+, S/N C661N018KF0-47350 for 911 System

Wentzville Radio Tower located at 575 Medical Center Dr. Wentzville, MO 63385

UPS 9 – Powerware Model 6 – 1970+, S/N C661N9000D050226 for Radio Equipment

Sheriff's Building located at 101 Sheriff Dierker Court O'Fallon, MO 63366

UPS 10 – Powerware Model 12 – 9170+, S/N EX251T0005 for Crime Lab Equipment

Elections Building located at 397 Turner Boulevard St. Peters, MO 63376

UPS 11 – Eaton Model 6 – 9170+ (Anticipated commissioning in April 2014)

Warranty Note: The County anticipates to purchase a new Model 9170 in March of 2014. The future unit will be covered under factory warranty until April of 2016, and thus will not be covered under the subject Service Agreement until "OptionYear 2016" of said agreement.

Schluersburg Tower located at 612 Schluersburg Road Augusta, MO 63332

UPS 12 – Powerware Model 6 – 9170+, S/N BC475T0006 for Radio Equipment

The proposed service agreement shall meet the following requirements of the St. Charles County Facilities Management Department:

General Conditions

- 1) Trained and competent Service Technicians shall be directly employed and supervised by the Contractor during the execution of the service agreement. The Contractor may request a waiver to this requirement if they are experiencing an internal staffing shortage that requires the mobilization of a Service Technician from another company for a service call. The Contractor shall verbally explain the extenuating circumstances and the Owner shall verbally approve the use of the secondary labor source before said Service Technician is dispatched.
- 2) The Service Technician shall submit a service report or equivalent written record for all activities performed on St. Charles County premises during the execution of the service agreement. Each report shall be submitted directly to the Facilities Management Department.
- 3) The Contractor shall provide all labor, tools, instruments, and other equipment as required to perform their work during the execution of the service agreement.
- 4) With the exception of batteries, the Contractor shall provide and replace parts as required that result from normal wear and/or failure under general equipment usage during the execution of the service agreement. The Contractor shall be

financially responsible for all costs associated with shipping said replacement parts to the applicable County sites. The Contractor shall be financially responsible for any shipping costs incurred during the return of components from County premises to the Contractor or Original Equipment Manufacturer.

- 5) The Contractor shall not be financially responsible for the cost of the batteries replaced by the Contractor during the execution of the service agreement. The Contractor shall supply the labor to replace said batteries when a Service Technician is already on-site for maintenance or a service call whether the County purchases said batteries from the Contractor or from an alternate source.

Service Requests

- 1) The Contractor shall provide and maintain a telephone system to receive trouble calls 24 hours a day seven days a week 365 days a year. The Contractor shall be capable of responding to the Owner's trouble call within 15 minutes of the Owner's initial phone call. During this initial consultation, the Owner and the Contractor shall agree upon an appropriate course of action to resolve the problem in a timely manner.
- 2) The Contractor shall guarantee that a Service Technician arrives at the appropriate Owner's site within (4) four hours from the time that it was determined that an on-site service call is the appropriate course of action to resolve the described problem.
- 3) The Contractor will not be financially responsible for repair costs incurred as a direct result of the Owner operating the UPS equipment at an output level that exceeds the manufacturer's published load capacity. The Owner will be responsible for the cost of labor and parts only if the origin of the damage is mutually agreed upon before the service is performed. Costs for such labor services will be calculated at straight time plus any premium time if applicable.
- 4) Otherwise, the Contractor shall be financially responsible for the labor, material, shipping, and all other costs incurred as a result of the Service Request. As stated previously, the Contractor shall not be financially responsible for the cost of any batteries replaced by the Contractor.
- 5) If the Contractor fails to return any UPS to its appropriate operating condition in a timely manner, the County reserves the right to request that the Contractor provides and places a similar UPS in service until the Owner's UPS can be returned to service. The Owner must approve the proposed replacement unit before it is shipped to the Owner's site.
- 6) The Contractor may submit a request to the Owner to permanently replace the Owner's UPS with a similar style UPS in like condition if the Contractor determines that repair parts are obsolete or cannot be obtained otherwise in a fiscally prudent manner. Any used UPS equipment offered to the Owner

must have new batteries in order to be considered by the Owner. The Owner must formally approve the Contractor's proposal to replace the Owner's UPS before the replacement UPS is shipped to Owner's site.

Routine Inspection and Maintenance

The Contractor shall ensure that the UPS equipment is inspected and adjusted properly to maintain the UPS equipment in its appropriate operating condition. Each UPS device shall be inspected and serviced at least once per year. A written report detailing the inspection results shall be provided to the Owner upon completion of the annual inspection. The report shall include any specific recommendations for future remedial actions, upgrades, or connected loads. The "Routine Inspection and Maintenance" shall include but not necessarily be limited to the following:

1) Visual Inspections:

- a. Inspect all Cooling Fans for proper operation
- b. Inspect all Power Connections for signs of overheating or damage.
- c. Inspect all Capacitors for signs of damage or leakage.
- d. Inspect and note any Engineered or System changes.
- e. Inspect all components for corrosion.

2) Internal Operational Parameters:

- a. Average leg balance of Rectifier Bridge Current
- b. Average leg balance of Inverter
- c. Voltages and Waveforms of Power Supply
- d. Battery Cell Voltages for Power Supply back-up
- e. Average phase balance of Output Filter Current
- f. Analysis of the existing loads connected to the UPS equipment

3) Environmental Parameters:

- a. Ambient temperature and humidity of UPS area
- b. Operational Condition of Ventilation and Cooling equipment
- c. Cleanliness of UPS Power Modules
- d. Cleanliness of all Air Filters (Replace as required)

4) Batteries:

- a. Ambient temperature and humidity of Battery System area
- b. General appearance of Battery System
- c. Inspect Jars / Cells for physical case abnormalities
- d. Inspect all DC Power Interconnections

Clarification – Capacitors are not to be classified or considered as Batteries under any terms of the subject Service Agreement.

5) System Monitoring Parameters:

- a. Download Alarm and Event history
- b. Download present front panel metering values:
 1. System input voltages, currents, and frequencies for all phases
 2. Rectifier input voltages, currents, and frequencies for all phases
 3. DC charging voltages and currents
 4. Inverter output voltages, currents, and frequencies for all phases
 5. System output voltages, currents, and frequencies for all phases
 6. System Bypass voltages, currents, and frequencies for all phases
- c. Download of Self-test data for Batteries
- d. Download of Unit Configuration report
- e. Operation of Control and Status Panel lamp test, local, and remote modes
- f. Operating status of Remote Monitor Status Panel

Condition of Service

- 1) The Contractor shall indicate preliminary acceptance of the UPS equipment in its current condition upon submission of their proposal to St. Charles County.
- 2) The Contractor shall have (14) fourteen calendar days from the effective date of the service agreement to formally report any existing UPS equipment abnormalities or deficiencies to the Facilities Management Department of St. Charles County. Otherwise by default, the Contractor shall indicate final acceptance of all UPS equipment in their current condition on the fifteenth calendar day following the effective date of the service agreement.

Clarifications and Modifications

1) Hours of Service

- a. The Contractor shall provide a detailed work schedule including the standard hours of service, regular working days, and company holidays observed by the Contractor.
- b. The Contractor shall provide labor rates for their Service Technicians for regular work hours and premium work hours including overtime and holidays.

2) Owner's Responsibilities

- a. The Owner shall immediately report any equipment abnormalities to the Contractor.

- b. The Contractor shall clearly define any additional responsibilities of the Owner as they pertain to the proposal submitted.
- 3) The Contractor shall not be required to provide a Bid Bond with their proposal for the UPS Service Agreement.
- 4) The Contractor shall not be required to provide a Performance Bond after the UPS Service Agreement has been awarded.
- 5) Miscellaneous
 - a. The Contractor shall not apply for payment for any future service period more than one month in advance of that pending service period.
 - b. The Contractor shall individually apply for the payment of labor and material charges for services rendered above and beyond the original scope of the service agreement.
 - c. The Owner may request additions or deletions to the list of UPS devices in the service agreement. Such a request shall not void the current service agreement in effect. However, both the Contractor and Owner shall mutually agree to the terms of the addendum before both parties shall recognize the said addendum.
 - d. The Contractor shall provide a percentage cost for the service of each UPS unit attributed to that UPS in the total cost of the annual service agreement for Base Year 2014 as well as Option Year 2015 and Option Year 2016. The Owner shall only use these itemized percentages to verify billings and negotiate the addition or deletion of UPS equipment from the original list of UPS equipment covered by the Service Agreement.
 - e. The Owner and the Contractor shall not be bound by any initial service agreement for a period exceeding (12) twelve months based upon the Base Year 2014 rates of the proposal. Thereafter, extensions to the service agreement may be granted by the Owner upon mutual agreement between the Owner and the Contractor. Any extension to the service agreement would be based upon the applicable Option Year 2015 rates or the applicable Option Year 2016 rates of the proposal submitted by the Contractor.

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 14-081

Uninterruptible Power Systems (UPS) Service Agreement

BID OPENING DATE: 3/12/2014 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

Base Year 2014

\$ _____ Total Annual Cost of Service Agreement
[UPS 1 thru UPS 10, UPS 12 thru UPS 14 (Excludes UPS 11)]

\$ _____ Standard Hourly Billing Rate for Service Technician

_____ Overtime Wage Multiplier _____ Holiday Wage Multiplier

_____ % Materials/Parts Mark-up

_____ Number of Service Technicians employed within 200 miles of St. Charles, MO

Note: Contractor shall generate and provide lists of the individual UPS units and the percentage of the total annual service charge attributed to the individual UPS for the Base Year as well as each of the two Option Years after the Bid is awarded. These lists shall be used for the duration of the Service Agreement to calculate deductions to the total annual cost when an individual UPS is removed from the Service Agreement.

Option Year 2015

\$ _____ Total Annual Cost of Service Agreement
[UPS 1 thru UPS 10, UPS 12 thru UPS 14 (Excludes UPS 11)]

\$ _____ Standard Hourly Billing Rate for Service Technician

_____ % Material/Parts Mark-up

_____ Overtime Wage Multiplier _____ Holiday Wage Multiplier

Note: Contractor shall generate and provide lists of the individual UPS units and the percentage of the total annual service charge attributed to the individual UPS for the Base Year as well as each of the two Option Years after the Bid is awarded. These lists shall be

used for the duration of the Service Agreement to calculate deductions to the total annual cost when an individual UPS is removed from the Service Agreement.

Option Year 2016

\$ _____ Total Annual Cost of Service Agreement
[UPS 1 thru UPS 14]

\$ _____ Standard Hourly Billing Rate for Service Technician

_____ % Materials/Parts Mark-up

_____ Overtime Wage Multiplier _____ Holiday Wage Multiplier

Note: Contractor shall generate and provide lists of the individual UPS units and the percentage of the total annual service charge attributed to the individual UPS for the Base Year as well as each of the two Option Years after the Bid is awarded. These lists shall be used for the duration of the Service Agreement to calculate deductions to the total annual cost when an individual UPS is removed from the Service Agreement.

Authorized signature

Date _____

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