



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 14-137**

For

Whelen WPS Series Siren Tower Batteries

For

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

St. Charles County is seeking bids for **Whelen WPS Series Siren Tower Batteries**. 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 14-137 Whelen WPS Series Siren Tower Batteries**” 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 6/24/2014 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 Street
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

Dave Garrison, Resource Officer
St. Charles County Government
Sheriff Department-Emergency Management Division
301 North Second St
St. Charles, Missouri 63301
Fax: (636)949-3021
Phone: (636)949-3031 ext 4550
dgarrison@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 **06/18/2014**. 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 agency of St. Charles County Government 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.

- 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.

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 is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide St. Charles County with the materials as per specifications called for herein.

MATERIALS:

Item #	Quantity	Description	Part Number
1.	100	Interstate Workaholic Battery	Model 31-MHD
or	100	O'Reilly's Super Start Battery	Model 31HD-T
or	100	Deka Battery	Model 7T31
or	100	Delco Battery	Model S2000

GENERAL REQUIREMENTS AND SPECIFICATIONS:

1. Quote will be for 100 batteries to be used in Whelen Series WPS Siren Systems.
2. Batteries quoted must be equal to or exceed one of the four battery models listed above.
3. Battery quoted will meet the following **minimum** specifications:
 - Cold Cranking Amps:** 730
 - Cranking Amps:** 940
 - Reserve Capacity:** 190
 - Length:** 13 inches
 - Height:** 9.38 inches
 - Width:** 6.75 inches
 - Single top threaded stud, not dual top terminal.
 - Heavy Duty** pop-up carrying handle (not rope type handle).
4. Vendor will include the battery manufacturer's specification with quote
5. County reserves the right to inspect a sample of the quoted battery prior to BID award.
6. Quoted price will be less core exchange fee.
7. Batteries will be ordered, delivered, and exchanged for core in minimum quantities of 25.
8. Quoted price will be good for one (1) calendar year from award of BID, plus (2) one year signed extension options.

9. All bids shall include shipping freight charge; and all equipment shall be delivered and unloaded to:

St. Charles County Division of Emergency Management
301 N. Second St., Room 280
St. Charles, MO 63301

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 14-137

Whelen WPS Series Siren Tower Batteries

BID OPENING DATE: 6/24/2014 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

Quantity	Description	Part Number	Price Per each	Total Price
100	Interstate Workaholic	Model 31-MHD	\$	\$
or	O'Reilly's Super Start	Model 31HD-T	\$	\$
or	Deka Battery	Model 7T31	\$	\$
or	Delco Battery	Model S2000	\$	\$

Alternate Battery Bid:

Quantity	Description	Part Number	Price Per Each	Total Price

(To be considered, please include specifications of alternate battery bid. Must meet or exceed specifications of batteries listed above.)

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: _____

EXHIBIT A

**ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. **The bidder must list ALL products which are or may qualify as domestic below.** If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME