



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 14-157**

For

**Intermittent Service and Repair of Heating, Ventilation, Air Conditioning and
Refrigeration (HVACR) Systems**

For

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

St. Charles County is seeking bids for **Intermittent Service and Repair of Heating, Ventilation, Air Conditioning and Refrigeration (HVACR) Systems**. 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 “**14-157 Intermittent Service and Repair of Heating, Ventilation, Air Conditioning and Refrigeration (HVACR) Systems**” 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 7/10/2014 at 10:30 AM , in 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

Any 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
201 North Second Street, Room 541
St. Charles, MO 63301
purchasing@sccmo.org

For questions or inquiries concerning the specifications please contact:

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 **7/3/2014**. 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.
- **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 and E-Verify MOU signature page 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.

INTERMITTENT HVACR SYSTEM SERVICE AND REPAIR SPECIFICATIONS

St. Charles County Government is seeking bids for the service and repair of various types of HVACR systems for the Facilities Management Department of St. Charles County Government. The Vendor must itemize labor rates and a material mark-up rates such that service and repair of the various HVACR systems can be performed on a time and material cost basis when authorized by the County.

General Conditions:

- The Contractor is not required to submit a Bid Bond or a Performance Bond as defined in the above "Terms and Conditions".
- The Contractor must comply with all Federal and State Employment / Labor regulations including those from the U.S. "Occupational Safety and Health Administration".
- The Contractor must provide all applicable Insurance Certificates to the County upon the award of the bid.
- The Contractor must specifically claim and include any exclusions or deviations from the bid specifications with the proposal submitted.
- The Contractor must complete the Qualification Forms in their entirety as provided in Appendix A and Appendix B of this document. The Qualification Forms will be utilized by the County to verify that the Contractor is capable of servicing and repairing the various HVACR systems at the County facilities.
- The Contractor must state (in the spaces provided on Appendix A and Appendix B) whether they have personnel available on call as required to provide service on a 24 hour basis 7 days per week. The Contractor must also indicate if they are capable of acknowledging the County's request for service via telephone communications within 30 minutes of the initial notification from the County.
- The Contractor must directly employ all personnel that are utilized by the Contractor to service and repair the County HVACR systems. With advance notice and under special circumstances, the Contractor will be allowed to apply for a variance to this self-performance requirement.
- The Contractor must warrant all specific service and repairs to the HVACR systems performed by the Contractor for a minimum period of 3 months. The Contractor's workmanship and material warranty must be provided in addition to any applicable manufacturers' warranties.
- The County reserves the right to utilize various Contractors to service and repair HVACR systems as required to serve the best interest of the County. For example, a Contractor must be factory certified to service a HVACR system that is currently under factory warranty such that said factory warranty remains in effect.
- The County reserves the right to request inclusive bids for a specific major service, a specific major repair, or a specific replacement project at any time during the term of this agreement as required to serve the best interest of the County. The Contractor will be invited to bid under these circumstances and the Contractor must submit a written bid in response to the invitation to bid.
- The Contractor shall not claim any exclusive rights to service and repair the County's HVACR systems under the terms of this agreement.
- The Contractor shall provide an approximate time window of arrival for all service requests. When applicable, the Contractor's Technician will notify the Facilities Management Department within one half hour of the anticipated time of arrival at the applicable County facility.

Authorization to Perform Service or Repair:

- The County shall provide an initial authorization for the Contractor to mobilize and arrive on-site at the County's specified facility.
- After troubleshooting a request for service or repair, the Contractor must provide the County with a diagnosis of the problem. The Contractor must then specifically request an authorization to complete the repair before the Contractor can proceed with the repair of the HVACR system. The Contractor's request for an authorization to proceed must include an estimate of the labor and materials required to complete the repair. If the initial estimate is verbally provided by the Contractor, the Contractor must provide a written estimate within a reasonable amount of time.
- A representative of the Facilities Management Department of the County will then either authorize the Contractor to perform the applicable work or instruct the Contractor to restore the HVACR system to the condition found upon the Contractor's arrival and terminate the service call.
- The County will provide an escort for the Contractor's personnel for all service calls. The County reserves the right to waive the escort requirement as needed. If the escort requirement is being waived, the County will specifically notify the Contractor that the service call can be performed without the County escort present.
- The County reserves the right to assign County personnel to assist the Contractor whenever it serves the best interest of the County.
- The County 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 County.
- The County reserves the right to repair any HVACR system at a later date when such an activity will serve the best interest of the County.

Quoting Labor Costs:

- The Contractor must quote hourly rates for standard, overtime, and holiday pay for both a Journeyman and a Foreman. The quoted labor rates shall include all charges for overhead expenses such as but not limited to employment taxes, insurance, hand tools, portable power tools, and light duty trucks.
- The Contractor shall also quote pay rates for any positions that the Contractor utilizes in addition to the aforementioned Journeyman and Foreman.
- The Contractor must specifically claim any operational labor standards that will impact the cost to the County for HVACR service and repair. For example, a Contractor may implement a safety program that requires a minimum of two employees are dispatched for a specific type of service call.
- The Contractor must specifically claim any minimum quantity of time that the County will be charged when a request for service or repair is terminated in the event that the County fails to provide an authorization for the Contractor to proceed with the applicable service or repair.
- The Contractor must not charge the County any flat rate service call fee or any form of fuel surcharge in addition to the labor rates charged. The Contractor must include these costs in the hourly pay rates quoted.
- The Contractor shall quote a percentage increase for labor rates to be charged in the 2nd Year relative to the labor rates quoted by the Contractor for the base year.
- The Contractor shall quote a percentage increase for labor rates to be charged in the 3rd Year relative to the labor rates quoted by the Contractor for the base year.

Quoting Material Mark-Up:

- The Contractor must specifically quote the percentage mark-up rate that the Contractor will charge the County for all materials it purchases during the service and repair of a HVACR system. The Contractor shall charge the County for the Contractor's cost plus the quoted percentage mark-up for all materials utilized during the service and repair of the HVACR system.
- The Contractor must maintain its purchase records for a minimum of two years such that the records are available for audit upon the written request of the County.

Quoting Off-Site support services:

- The Contractor must specifically quote the labor rate that the Contractor will charge the County for off-site technical support during standard business hours. A County Technician may request telephone support from the Contractor's personnel during standard business hours when the County Technician is troubleshooting the County's HVACR equipment. The quoted labor rate will be charged when the Contractor's Technician is in communication with the County's Technician for technical support. The minimum technical support charge shall be for one hour of technical support.

Debris Removal and Site Restoration:

- The Contractor must leave the work site in the same condition as that found upon the initial arrival of the Contractor.
- The Contractor must remove and dispose of all debris, installation materials, and adhesives according to all Local, State, and Federal regulations.
- The Contractor must provide an appropriate certificate of disposal for the subject debris upon request of the County.

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

14-157

Intermittent Service and Repair of Heating, Ventilation, Air Conditioning and Refrigeration (HVACR) Systems

BID OPENING DATE: 7/10/2014 at 10:30 AM

Journeyman Base Year Pay Rates	Standard	\$ _____ per hour
	Overtime	\$ _____ per hour
	Holiday	\$ _____ per hour
Foreman Base Year Pay Rates	Standard	\$ _____ per hour
	Overtime	\$ _____ per hour
	Holiday	\$ _____ per hour
Off-Site Support Labor Rates (one hour minimum applies)	Standard	\$ _____ per hour
Fixed Material Mark-Up Rate		_____ %
2 nd Year Labor Rate Increase relative to Base Year Rate		_____ %
3 rd Year Labor Rate Increase relative to Base Year Rate		_____ %

Authorized signature

Date _____

Appendix A – Trane Building Management Qualification

Current Customer References

- 1) _____
- 2) _____
- 3) _____

(Yes / NO)

Capable of responding to the County's request for assistance 24 hours per day / 7 days per week. Contractor must provide an answering service or other arrangement that ensures that a representative of the County can speak directly to the Contractor's representative within 30 minutes of the initial telephone contact. _____

Possess the Hardware, Software, and Cabling as required to connect to the County's Building Management System ("Trane Tracer Summit") as well as the communication boards on individual pieces of equipment. _____

Ability to view "Trane" programming as required to identify and verify appropriate "Sequence of Operation" for the HVACR equipment controlled by the Building Management System. _____

Ability to contact "Trane" representatives directly as required to resolve problems and make Program changes to the Building Management System. _____

Exclusions or deviations claimed by Contractor (if any) must be explained on the **Exception Sheet** included in the bid packet.

Authorized signature

Date _____

Appendix B – General Contractor Qualification

Current Customer References

- 1) _____
- 2) _____
- 3) _____

(YES / NO)

Capable of responding to the County’s request for assistance 24 hours per day / 7 days per _____ week. Contractor must provide an answering service or other arrangement that ensures that a representative of the County can speak directly to the Contractor’s representative within 30 minutes of the initial telephone contact.

HVACR System Capabilities

	Qualified (Y / N)	Certifications held by Contractor
Boilers / Hot Water Systems	_____	_____ _____
Centrifugal Chillers / Chilled Water Systems	_____	_____ _____
Helical Rotary Chillers / Chilled Water System	_____	_____ _____
Pneumatic HVAC Controls	_____	_____ _____
Towers / Cooling Water Systems	_____	_____

Commercial Self -
Contained Systems

Packaged
Rooftop Units

Water Source
Heat Pumps

Residential A/C
and Furnace Systems

Liebert Precision
A/C System (CRAC)

Commercial Kitchen
Refrigeration Systems

Exclusions or deviations claimed by Contractor (if any) must be explained on the **Exception Sheet** included in the bid packet.

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

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

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

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

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date