



LEGAL NOTICE

REQUEST FOR BID SEALED BID 14-172

For

Multimeter and Cable Analyzer

For

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

St. Charles County is seeking bids for **Multimeter and Cable Analyzer**. 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 thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. All bid prices submitted must be guaranteed for ninety (90) days.

BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**SB 14-172 Multimeter and Cable Analyzer**” 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 09/05/2014 at 2:30 PM, 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

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
Finance Department
201 North Second Street
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

Technical inquiries concerning the specifications should be made to:

Dwayne Kinley
Manager
Emergency Communications
St. Charles County Government
201 North Second St
St. Charles, Missouri 63301
Phone (636) 949-7900 Ext 1820
dkinley@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM 08/29/2014**
- 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 the Agencies within St. Charles County.

Any Offeror engaging in such prohibited communications prior to Bid [or Proposal] 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 electronic version of this bid 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 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 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.

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.

BID SPECIFICATIONS

1. DESCRIPTION

St. Charles County, Missouri will be accepting bids to provide the following tools and test equipment. Offeror shall provide pricing for the item(s) below or equivalent (to include improved or better).

QUANTITY	ITEM
1	FLUKE 87V MULTIMETER
1	DSX CABLE ANALYZER (DSX-5000QOi)

For each line-item, Offeror shall provide individual pricing as well extended pricing. Any and all discounts will be shown in a separate column for each line item.

2. LINE-ITEM BID

Offeror shall be granted the authority and encouraged to bid on specific line items should Offeror be unable to submit a complete bid for all line items. Failure to offer a complete bid shall not constitute disqualification for purchase of any or all items.

Offeror shall be aware that St. Charles County reserves the right to purchase none, some or all items in Offeror's bid.

3. EQUAL PRODUCTS

For all bids claiming "equal" products, Offeror shall demonstrate equivalency through the submission of documentation. Mere submission of company or product literature is unacceptable and can be used as a basis for rejection of the claim of equivalence and bid. In addition, Offeror shall:

- 1) identify each product offered as an "equal" product;
- 2) a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified;
- 3) the item by brand name (if any) and make/model number;
- 4) descriptive literature, such as illustrations, drawings, or a clear reference to previously-furnished descriptive data or information available to the contracting officer; and
- 5) clearly describe any modifications the Offeror plans to make to a product to make it conform to the bid requirements.

By submission of bid, Offeror understands that St. Charles County is not responsible for locating or obtaining any information not identified in bid. Thus, bidders should include all the information to demonstrate that the alternative product provides all the essential functions specified and will be suitable to St. Charles County's needs.

Documentation submitted shall have sufficient descriptive literature to St. Charles County to assess whether the equal product meets all the salient characteristics specified.

4. SALIENT CHARACTERISTICS

4.1. Fluke 87V Multimeter

MAX Voltage AC/DC	1000V/1000V
MAX Current AC/DC	10A/10A
Peak Min/Max	250 μ S
Display	Digital w/Backlight
Display	Dual
Shock	1 Meter drop per IEC 61010–1:2001
Vibration	Per MIL–PRF–28800 for a Class 2 instrument
Accuracy	0.05% (DC)
Certification/Approval	UL, CSA, TUV, & VDE
Warranty	Lifetime
Carry Case	Hardened

4.2. DSX Cable Analyzer (#DSX-5000QOj)

Item Description and Accessories	Mainframe & Remote, (2) DSX-5000 CableAnalyzer modules, (2) CertiFiber Quad OLTS modules, OptiFiber Quad OTDR module, Set of CAT 6A/Class EA Permanent Link Adaptors, Set of CAT 6A/Class EA Channel Adaptors, (2) Headsets, (2) HandStraps, (2) Shoulder Straps, Hardsided Carry Case, USB Interface Cable, (2) Universal Couplers, (2) AxTalk Terminators, (2) OneClick cleaner (1.25/2.50 mm), SC/SC Simplex adaptors, 2 SC/LC Multimode Launch Cables—50 μ m, 2 SC/LC Singlemode Launch Cable—9 μ m, USB Fiber Inspection Video Probe with 4 Tips, (2) LC/LC Simplex Adaptor, SC/LC EF-Compliant MM TRC Kit 50 μ m, SC/LC SM TRC Kit
Cable Certification	Up to 10Gigabit
Cabling Systems	Cat 53, 6, 6A, Class FA
Features	Versiv, ProjX management System, Taptive user interface, LinkWare management Software.
Performance	Ten second Cat 6A test time. Graphic Display to show source of failures including crosstalk and distance.

	Capacitive touchscreen. Support of TCL, ELTCTL
Standards	Compliant with proposed ISO(IEC WG9 Standard IEC61935-1) Level V accuracy requirements to 1000 MHz. Supports the complete suite of Resistance Unbalance standards needed for Power over Ethernet (POE)-IEC61935-1 & 11801-1-4, IEEE 802.3af, IEEE 802.3at, ANSI/TIA/EIA-568-C.2, ANSI/TIA-1152. Next generation balance drafts – IEEE 802.3, TIA TR42.7
Support test Parameters	Wire Map, Length, Propagation Delay, Delay Skew, DC Loop Resistance, Insertion Loss (Attenuation), Return Loss (RL), NEXT, Attenuation-to-crosstalk Ratio (ACR-N), ACR-F (ELFEXT), Power Sum ACR-F (ELFEXT), Power Sum NEXT, Power Sum ACRN, Power Sum Alien Near End Xtalk (PS ANEXT), Power Sum Alien Attenuation Xtalk Ratio Far End (PS AACR-F)
Input Protection	Against continuous telco voltages and 100 mA over-current.
Carrying Case	High impact plastic with shock absorbing overmold
Safety	CSA 22.2 No. 61010, IEC 61010-1 2nd Edition + Amendments 1, 2
Warranty	1 Year Minimum

5. OPTIONAL PRICING

Offeror shall provide optional pricing for the requested equipment. Offeror is encouraged to provide optional pricing for the additions of additional or optional hardware, software or services which, in the Offeror's opinion, would significantly add to the operation, reliability or robustness of the proposed equipment but which are not explicitly called for in this bid.

- 1) Carrying Case(s)
- 2) Self-Calibration Tool Kit(s)
- 3) Training
- 4) Warranty
- 5) Extended Warranty and Calibration Coverage

BID FORM

SB 14-172

Multimeter and Cable Analyzer

(Bidder name)

Submits the following bid for this project:

Make and Model of Equipment Offered for Multimeter

Total Bid Price for Multimeter \$ _____

Optional Pricing:

Carrying Case \$ _____

Self-Calibration Tool Kit \$ _____

Training \$ _____

One Year Mimimum Warranty \$ _____

**Extended Warranty and
Calibration Coverage** \$ _____

Make and Model of Equipment Offered for Cable Analyzer

Total Bid Price for Cable Analyzer \$ _____

Optional Pricing:

Carrying Case \$ _____

Self-Calibration Tool Kit \$ _____

Training \$ _____

One Year Mimimum Warranty \$ _____

**Extended Warranty and
Calibration Coverage** \$ _____

Estimated lead time after receipt of order _____

Authorized signature

Date

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: _____

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

American Made:

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

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		