



LEGAL NOTICE

REQUEST FOR PROPOSAL SEALED PROPOSAL 13-106

For

Data Center Hosting

For

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

St. Charles County is seeking proposals for **Data Center Hosting**. 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.

PROPOSAL INSTRUCTIONS

One original and one [1] signed copy of the proposal must be received in a sealed envelope plainly marked “ **Sealed Proposal 13-106 Data Center Hosting**” with the date and time of the proposal opening in the lower left corner of the envelope.

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

Proposals must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to **7/02/13 at 10:00 am**.

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

Proposal 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 proposal and date of the proposal opening when requesting the results. The time it takes for final proposal results to be made public depends on the complexity of the project and the cost of the project.

PROPOSAL INQUIRIES

Any questions or clarifications concerning this Request for Proposal 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:

Dave Ridgway
St. Charles County Government
Information Systems
201 North Second St
St. Charles, Missouri 63301
Phone (636) 949-7900 Ext 4055
dridgway@sccmo.org

- The request number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **6/26/13**
- . 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 (or Proposal) Inquiries", concerning this request is prohibited. 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 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 proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.
- All delivery costs or charges must be included in the F.O.B. destination proposal 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/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 proposal must sign all proposals, in blue ink.
- Vendors must submit two [2] signed copies of their proposal; 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 proposal.
- St. Charles County will not award any proposal 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 "Void" and will not be opened.
- The successful vendor 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 vendors must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible vendor, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the vendor qualifies his proposal by specific limitations. The proposal can be on an "all or none" basis if wording in the proposal so states and if all items solicited are included in the proposal.
- 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.

Proposal Specification

The hardware furnished in accordance with this proposal must be new current standard production of the manufacturer. Used, remanufactured, or surplus products are not acceptable.

Precise equipment performance and reliability are vital to the efficiency and effectiveness of many County departments and agencies. The County is NOT seeking to purchase the cheapest equipment, but is seeking to purchase the most reliable equipment, at the best value. **If you are recommending equipment that is different than that listed in the specifications, and you believe it is superior to that requested, please explain.**

All equipment must meet or exceed the following specifications to be considered. Vendors are required to clearly identify any deviations from the following proposal specifications. All equipment must meet or exceed current state of the art or industry standards. Quality, reliability, and performance of equipment are essential to our applications. Qualified repair service, parts, and technical support must be readily available.

The County shall determine in its sole discretion whether a product is acceptable as an equivalent, and does not guarantee any amounts to be purchased.

REQUEST FOR PROPOSAL

Data Center Hosting

St. Charles County Government (County) relies heavily on its computing infrastructure to service its citizens in a consistent and reliable manner. Because of this demand the County is seeking to improve computing resource availability by locating a secondary data center in the Kansas City, Missouri area. As such the County may enter into a contract for Co-location Services with a company or firm to meet this goal. St. Charles County is issuing this Request for Proposal (RFP) for qualified applicants to provide colocation services to assist the County in meeting its resource availability goals.

1 Statement of Work

1.1 Purpose

The purpose of this RFP is to invite prospective vendors to submit a proposal to supply Co-location Services to County. The RFP provides vendors with the relevant operational, performance, service, and architectural requirements of the solution.

2 General Information & Expectations

2.1 The County is looking for a partner to help meet its Co-location needs, which includes floor space, monitoring and availability of network services. The County is looking for a solution and service delivery model that will provide excellent value and meet defined needs.

2.2 The County seeks to bring online a secondary data center in a highly secure environment in the Kansas City, Missouri, metropolitan area.

2.3 The County seeks to enter into a relationship with a highly qualified, experienced data center provider to support the long-term reliability needs of the County.

2.4 The County shall not be held responsible for any oral instructions. Any changes to this Request for Proposal (RFP) will be in the form of an addendum.

2.5 The County reserves the right to reject any or all responses, to waive any informality or irregularity in any response received, and to be the sole judge of the merits of the respective responses received.

2.6 Through this evaluation, the County will consider providers offering existing data center spaces and/or newly proposed “to-be-constructed” data center facilities that meet the

requirements set forth in this RFP. All data center facilities, existing or proposed, will be evaluated based on the Contractor's and the facility's ability to meet the County's requirements.

2.7 In evaluation of any proposals of data center facilities that require construction, regardless of size, the County shall have the right to have oversight into design, product selection, and construction process. By submitting a proposal in response to this RFP, Contractor hereby agrees to this provision. Any exceptions to this provision need to be explicitly stated in the RFP response.

2.8 The selected provider will be an integral member of the Project Team, consisting of the selected provider, representatives from the County and other consultants as required or designated.

3 Additional Terms and Conditions

3.1 Confidentiality

All correspondence, documentation and information provided in response to or because of this RFP may be reproduced for the purposes of reviewing the Respondent's submission to this RFP. If a portion of a Respondent's Response is to be held confidential, such provisions must be clearly identified in the Response. All correspondence, documentation and information of any kind, provided to any Respondent, in connection with or arising out of this RFP or the acceptance of any Response:

- a) Remains the property of the County
- b) Must be treated as confidential to the extent permitted by law
- c) Must not be used for any purpose other than for replying to this RFP or for fulfillment
- d) Must be returned upon request

3.2 Non-Disclosure Agreement

The County reserves the right to require any Respondent to enter into a non-disclosure agreement satisfactory to the County.

4 Proposal Preparation Instructions

4.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts the full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the County as necessary to gain such understanding.

4.2 Good Faith Statement

All information provided by the County in this RFP is offered in good faith. Individual items are subject to change at any time. The County makes no certification that any item is without error. The County is not responsible or liable for any use of the information or for any resulting claims.

5 Method of Award

5.1 Formal Presentation

The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply the County with a Co-location Services solution identified in the Scope of Work. The County will evaluate each Proposal based upon the criteria listed below and upon the competence, compliance, format, and enterprise applicability demonstrated by the Proposal.

Evaluation Criteria (no weighting is implied by order of listing):

- General information about your organization including a description of the firm, organizational chart, and relevant firm experience.
- Responses to the specifications and other requirements detailed in sections 6, 7 and 8 below, including:
 - Co-location competencies
 - Technical services delivery capabilities
 - Engagement methodology
 - Vendor qualifications and references
 - Estimated cost and length of contract

5.2 Selection and Notification

Based upon its evaluation of the Proposals in accordance with section 5.1, the County will select finalists for a Short List for the project. The Short List firms may meet with the County for interviews. The purpose of the interview is to expand upon the information provided in the Proposal, not to repeat information already provided. The interview may include a site visit by County staff. Those firms selected for the Short List will be provided additional instruction by the County. Those firms not selected from the County will not be notified.

Following any interviews, the County will determine a ranking for each Short List firm in accordance with the criteria discussed in section 5.1. Consideration will be given to both the written Proposal and any oral presentations or interviews. No other factors or criteria will be considered.

The highest ranked firm will be recommended to the Finance Director and Director of Administration for contract award. The County will enter into negotiations with the selected firm and execute a contract upon completion of negotiations and approval by the County Executive. If the County is unsuccessful in negotiating a contract with the highest-ranked firm, it may then negotiate with the next-highest ranked firm until a contract is executed, or it may elect to terminate the selection process. If the County does not find a suitable vendor within the RFP process, the County is not obligated to award the project to any vendor.

6 Facility Requirements for Data Center Colocation Services

The County seeks a data center facility that meets the following requirements. The requirements set forth below are intended to serve as a baseline reference only. Offerors shall submit detailed descriptions of their data center facility in Section 3 of this RFP.

6.1 Geography

The County seeks a data center facility in the Kansas City, Missouri area.

6.2 Security

The County seeks a data center facility that is highly secure with multiple points of authentication.

6.3 Access

The County requires 24/7/365 physical access to the data center facility.

6.4 Dedicated Space and Data Security

The County requires dedicated floor space for the data center. The floor space shall be secured with either an electronic or a physical lock.

6.5 Rack Space and Power Load

The County requires at least a 12' by 12' caged area or similar space for 4 contiguous racks that will be provided by the County. The total anticipated IT load at full build out is

estimated between 250kW – 500kW. Initially a minimum of one 30 amp Single Phase 208 VAC circuit with a redundant circuit is required at each rack.

6.6 Availability

The County seeks a high availability data center facility that offers redundancy in critical infrastructures, including (but not limited to) mechanical, electrical, and HVAC.

6.7 Enclosure & Finishes

The County requires a well designed and constructed, industry-compliant data center envelope with appropriately selected materials for flooring, paints, ceilings, etc. that are consistent with industry standards and best practices.

6.8 Fire Suppression

The County requires clean agent fire suppression as the primary fire suppression mechanism in the data center.

6.9 Policies and Regulations

Include a copy of your colocation policies and regulations, including but not limited to specifications for receipt of customer equipment and storage, security and badging, use of facilities, conference rooms, change orders, confidentiality, etc.

(Intentionally left blank)

7 Functional Specifications

Instructions to Offerors: Complete the following specifications table by describing, in detail, how the existing or proposed facility meets or will meet the requirement or category indicated. All responses should be completed in the “Offeror Response” box provided. All questions shall be addressed; Offerors may choose to include a response of “N/A” if Offeror believes it is appropriate. The “notes” section should be left blank and will be used internally by the County only.

	Offeror Response	Notes
Flooring – raised floor, slab, static dissipative tile		
Ceiling Finish – acoustical ceiling, hard ceiling, exposed deck		
Structural integrity of the building with respect to natural disasters		
Roofing System – membrane, shingles, wind rating		
Aisle spacing		
Visiting work space facilities, which can include conference rooms, bathrooms, temporary desks, etc.		
ADA access		
Utility Feeds – redundancy, resiliency, number of providers, percent capacity		

Power/Cooling Monitoring – 24/7/365, remotely accessible by customers		
SLA Agreements – standard, extended, 99.99% Availability		
Cooling – redundancy (N, N+1, 2N), resiliency, percent capacity		
Cooling – means of distribution and returns		
Onsite tech staff availability		
Means of Controlled Access – building, data center, card, biometric, customer access 24/7		
Operational CCTV; customer cameras allowed?		
Are you a carrier hotel? List available carriers as Appendix A		
Fire suppression types in use		
Frequency of recurring tests of redundant power and cooling systems		
UPS Capacity – redundancy (N, N+1, 2N), resiliency, percent capacity		
Lighting		
Grounding/Bonding		
Lead time to implement after contract signing		

8 Pricing and Fees

If you are confident that you can meet the requirements of the County in this project, with focus on section **6.5 Rack Space and Power Load**, please respond below. All estimated pricing information should reflect an estimated three (3) year cost. Show estimated costs for each of the three years for each cost element, if applicable.

Estimated Pricing and Fees						
	Estimated Up Front Costs	Estimated Recurring Costs	Estimated Annual Costs			
	One Time	Monthly	Year 1	Year 2	Year 3	Total
12' x 12' cage						
Redundant 30 Amp Single Phase 208VAC at Each of 4 County Supplied Racks						
Additional Service						
Additional Service						

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 PROPOSAL

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