



LEGAL NOTICE

INVITATION FOR FORMAL BID

IFB 19-100

For

Mechanical Room Refrigerant Monitoring System

For

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

St. Charles County is seeking bids for **Mechanical Room Refrigerant Monitoring System**. The vendor must guarantee the quoted prices for a period of Ninety (90) days. 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 [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**19-100 Mechanical Room Refrigerant Monitoring System**” 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 7/18/2019 at 10:00 AM , in **Room 534** 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 going to our St Charles County Government website @ <http://www.sccmo.org/Bids.aspx> click on “**show Closed/Awarded/Cancelled bids**”, **select bid and click on “related documents”**. **No phone calls please**. 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:

Pam Luesse
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
pluesse@sccmo.org

For questions or inquiries concerning the specifications please contact:

Mike Eilers, Project Manager
Facilities Management Department
St Charles County Government
300 North Second St, Room 101
St. Charles, Missouri 63301
Fax: (636)949-3014
meilers@sccmo.org

A mandatory pre-bid meeting will be held at the St. Charles County Justice Center located at 301 North Second Street St Charles, MO 63301, on 7/10/2019 at 8:00 a.m. We will meet at the front entrance.

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **3:00 PM** on **7/11/2019**. Any question received after this deadline may not be answered. An RFI log will be posted by 7/12/2019

Responses to questions/clarifications will be placed on the County's website <http://www.sccmo.org/Bids.aspx> . 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 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 within 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.

➤ **MISSOURI PREVAILING HOURLY WAGE RATES**

The proposal for this Contract shall be based upon the required payment by the Bidder for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.210 to 290.340, RSMo. For those projects with a total cost of more than \$75,000.00, a schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and made a part of this Contract, Annual Wage Order #26, as of June 26, 2019.

Effective August 28, 2018, the provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer's estimate of the bid accepted by the City for the total project is in the amount of \$75,000.00 or less. For any awarded bid in the amount of \$75,000.00 or less that becomes subject to a contract amendment that increases the total project cost in excess of \$75,000.00, the provisions of 290.210 to 290.340 shall apply only to that portion of the project that is in excess of \$75,000.00.

➤ **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. Successful bidder will be awarded contract once a Certificate of Insurance is provided.

Workers Compensation: Statutory limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$1,000,000.00.

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.

A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County.

A Certificate of Insurance evidencing the above coverage(s) together with a copy of the

required endorsements shall be provided to the County prior to the commencement of any work. It shall be the Contractor's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

➤ **BONDS:**

Bid Bond- A 5% deposit of the bid total, presented in the form of a cashier's check, Certified check, or bid bond, made payable to St. Charles County

Performance Bond- A 100% Performance and Payment Bond in favor of the Owner. The Security Co. representing Contractor must be authorized to do business in the State of Missouri and be approved by Owner. Performance and Payment bond will be required if project is \$50,000.00 or greater

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.

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

MECHANICAL ROOM REFRIGERANT MONITORING SYSTEM

St. Charles County Government Facilities Management Department is seeking bids for the procurement and installation of a refrigerant monitoring system in the mechanical room located in the St. Charles County Justice Center at 301 North Second Street St Charles, MO 63301. The mechanical room is approximately 5,000 sq. ft. that has 4 access doors with steps into the recessed mechanical room. There is currently a 200-ton centrifugal chiller and a 250-ton helical screw chiller, along with 4 heating boilers, and 4 domestic hot water boilers. The room will need a proper number of sensors to be compliant with ASHRAE Standard 15-2001. The sampling points may be wired, or have piped sampling tubes, this will be left up to the contractor to propose based on cost. There are currently approximately 200 lbs. of R123 refrigerant stored in the mechanical room. The refrigerants used are R123 and R134a with approximately 1200 pounds total in storage and the chillers combined.

General 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 shall perform the responsibility of General Contractor, hiring and coordinating with all subcontractors to provide a complete and fully functioning system. The Contractor shall be responsible for verification of all subcontractor's liability and workers compensation insurance as well as any required licenses.
- The County will provide a permit at no cost to Contractor and the Contractor shall **NOT** include any permit fees in their proposal. Contractor shall have all required licenses registered with the County. Contractor shall supply all sub-contractors to be included on building permit and must also schedule all required inspections.
- The Contractor shall agree to have a background check performed on all personnel working on site.
- The Contractor shall complete Appendix A and must submit 3 references of clients who have commercial buildings in which the bidding contractor has installed a refrigerant monitoring system. The Contractor authorizes the County to verify these references.
- The Contractor shall complete Appendix B stating manufacturer and model of equipment.
- The Contractor shall provide a refrigerant monitoring system that has relay contacts as well as BACnet capability. This will be tied into the current Trane Tracer Summit building management system, and the system proposed shall have the ability to tie into a future upgraded Trane Tracer SC panel via BACnet.
- The Contractor shall be completely responsible to tie in new unit to Trane Tracer Summit Building Management system. Contractor shall have an alarm point as well as a trouble point.
- The Contractor shall provide a refrigerant monitor that can currently monitor R134A, as well as future chillers with refrigerants such as R1233zd and R-514A
- The Contractor shall design the system to the County adopted 2015 International Codes and 2014 National Electrical Code with amendments.
- The Contractor shall notify the project manager of any deficiencies in existing duct or building materials that may impact project cost.
- The Contractor shall perform work during normal business hours of 7:30 am to 4:00 pm.
- There shall be no smoking or use of tobacco products inside the facility, or on the roof of the facility. Contractor shall be liable for roof cigarette burns. No smoking shall be permitted within 20 feet of all building entrances. This also applies to electronic smoking devices.

- The Contractor shall provide a cost for any deficiencies that may increase the cost of the project. The Contractor is to not proceed with work unless a notice to proceed is issued from the County. Should the Contractor proceed without proper documentation, Contractor will be performing work at risk and payment for said work will not be provided.
- The Contractor shall notify the County of no less than 2 days in advance and get permission before proceeding with disruptive operations.
- The Contractor shall assign a project manager that will be the key contact for the duration of the project.
- These specifications are what the County is requesting, if these requests should cause a conflict with a properly operating systems, or cause future problems, Contractor shall notify County of potential issues with requested specifications. The County will then notify the Contractor how to proceed with bidding specifications.

Scope of Work:

- The Contractor shall supply and install a fully functioning refrigerant monitoring system.
- The contractor shall perform a smoke test to determine adequate location of sampling lines based on airflow in mechanical room.
- The Contractor shall locate at least 2 sampling lines per chiller. The refrigerant monitoring system shall have enough sampling line port to adequately cover the size of the mechanical room. This also includes where refrigerant is stored.
- The Contractor shall be responsible for contracting any electrical work for this system with a licensed electrician. The monitor shall be installed on a dedicated power circuit.
- The wiring for the system shall be in electrical metallic tubing (EMT).
- The wiring for the notification strobes or horns shall be in EMT conduit when below ten feet above the floor if low voltage. If 120-volt, all wiring shall be in EMT conduit.
- The refrigerant monitoring panel shall be mounted outside of the mechanical and installed in the parking garage. Exact location can be flexible to aid in ease of installation.
- The Contractor shall provide and install at a minimum 8 amber visual alarms devices as well as audible alarm devices, 4 are to be installed outside of the 4 entrances to the mechanical room. The other 4 are to be installed to provide adequate notification throughout the mechanical room. More alarm notification devices may be required in mechanical room to overcome obstacles and noise.
- The Contractor shall provide and install 8 aluminum warning signs next to the amber flashing LED, stating: "Warning- Alarm signal indicates refrigerant leak detected. Evacuate monitored area immediately."
- The Contractor shall provide a monitoring system that has relay contacts for alarm, warning, fault and exhaust fan activation. The system shall also have BACnet capability to tie into a future upgraded Trane Tracer SC building management system.
- The Contractor shall tie in alarm relay to current building management Trane Tracer Summit panel.
- The Contractor shall provide a sampling line style monitoring system. System may be installed with polyurethane tubing. Tubing shall be protected by metallic conduit when run below ten above finished floor.
- The Contractor shall run sampling tubing with a proper bend radius and install in way that prevents kinking.
- The monitoring system shall use photoacoustic infrared sensors. Minimum sensitivity shall be 1 ppm.
- Housing of monitor shall be lockable
- The Contractor shall be responsible to calibrate and verify unit is properly reading levels of refrigerant.

CLOSEOUT

- Provide on-site walk through of equipment and walk County technicians through the O&M process of the units.
- Manufacturer documents including Operation & Maintenance manuals
- Required warranty documents including effective start date and expiration date of warranties.

Debris Removal and Site Restoration:

- The Contractor must leave the work site in the same condition as found upon the initial arrival of the Contractor.
- The Contractor shall be responsible for any screws that puncture the roof and result in a roof leak.
- The Contractor must remove and dispose of all debris, installation materials, refrigerants, oils, 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: _____

Exclusions or deviations claimed by Contractor (if any) must be explained on this **Exception Sheet**.

Authorized signature

Date _____

BID FORM

IFB 19-100

(Bidder name)

Submits the following bid for this project:

Item	Lump Sum
Cost for fully operating and calibrated refrigerant monitoring system as specified above	\$
Bonds: Additional cost to provide Performance and Payment bond if the award exceeds \$50,000	\$
Contractor Current Experience Modification Rate (EMR)	

Authorized Signature: _____
(signature indicates acceptance of all bid terms and conditions)

Appendix A – Customer References

Client: _____

Type of System: _____

Point of Contact: _____

Contact Phone Number: _____

Client: _____

Type of System: _____

Point of Contact: _____

Contact Phone Number: _____

Client: _____

Type of System: _____

Point of Contact: _____

Contact Phone Number: _____

Appendix B Manufacturer and Model of Equipment

Please provide the manufacturer and model of proposed system.

Item	Manufacturer	Model
Refrigerant Monitoring System		

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

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