

Regional Homeland Security Oversight Committee  
(RHSOC)

**Region C**

*Invitation for Bid*

**Bid Number: IFB-7000-17-03  
Altenburg School Transfer Switch**

**Bid Opening: June 21, 2018**



**May 8, 2018**

## Bid Instructions

1. Sealed Bids shall be submitted to the Boonslick Regional Planning Commission (BRPC), 111 Steinhagen Road, P.O. Box 429, Warrenton, MO 63383, prior to 1:00 PM Central Daylight Time, on June 21, 2018.
2. Opening of Bids will take place at the BRPC offices immediately following the proposal deadline listed above. **Late bids will not be opened, and no bids will be accepted from vendors who did not attend the Pre-Bid Conference.** Note: NO contract will be awarded at the time of proposal opening.
3. All bidders are required to attend a Pre-Bid Conference at the Altenburg School office, 8432 Main Street, Altenburg, MO 63732. The pre-bid conference will be held on June 6, 2018 and begin promptly at 1pm and conclude no later than 2:30pm.
4. Proposal envelopes must be clearly marked on the outside, "**Altenburg Transfer Switch.**" Bidders are requested to deliver two paper copies of their proposals to the Boonslick Regional Planning Commission office, above, prior to the bid opening.
5. Each proposal must address all requirements of the Invitation for Bid (IFB) and must include a fully completed Invitation for Bid Form which is part of this IFB. The signature of the owner or authorized official of the organization submitting the IFB Form is required.
6. Alternative proposals are acceptable providing a proposal is also submitted that addresses the original IFB.
7. All bidders must furnish satisfactory evidence that they have successfully provided this equipment or service previously.
8. Bidders who desire a copy of the bid tabulation shall enclose a self-addressed stamped envelope with the bid package.
9. The Region C Regional Homeland Security Oversight Committee (RHSOC) and its fiscal agent, Boonslick Regional Planning Commission (BRPC), reserve the right to reject any or all proposals.
10. Bidders who submit a proposal to Region C RHSOC must accept and meet the following Terms and Conditions.

Telephone inquiries regarding this IFB will not be taken. However, inquiries may be made in writing via the United States Postal Service or by Email to:

Mark Cunningham, Region C RHSOC  
Boonslick Regional Planning Commission  
PO Box 429  
111 Steinhagen Rd.  
Warrenton, MO 63383

Email: [mcunningham@boonslick.org](mailto:mcunningham@boonslick.org)

# **TERMS AND CONDITIONS**

## **TERMS OF AGREEMENT**

The bidder, by executing the Invitation for Bid Form, certifies the following three bid components.

### **1. Certificate of Independent Price Determination**

A. The prices in the proposal have been derived independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.

C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

### **2. Prices**

The price or prices specified in the proposal are firm and are not subject to contingency or reservation. The bidder represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than the other quotes to his or her most favored customer taking into account the quantity specified for delivery. Further, the bidder, by signing the Invitation for Bid Form, certifies that he or she secured similar certification from each subcontractor or part supplier.

### **3. Fees and Taxes**

The bidder is current with any and all federal and state taxes, and local personal property and real estate taxes, if applicable, and all other required licenses and fees.

## **TERMS AND CONDITIONS OF BIDDING**

### **Qualifications**

All bidders must furnish satisfactory evidence that they have previously performed this service in the past.

### **Laws and Ordinances, Regulations, Licensing Fees**

The bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by Region C RHSOC and/or the State of Missouri. The Altenburg School District, the Region C RHSOC and its fiscal agent, Boonslick Regional Planning Commission (BRPC), shall not be responsible for any fees, charges, money, etc. resulting from any service provided under the provision of this contract. The bidder shall conform to any and all changes made to this proposal as a result of any ordinance, law and/or directive issued by Region C RHSOC, the State of Missouri, or the federal government of the United States.

### **Assignment Of Contract**

Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval of the Region C RHSOC and the Boonslick Regional Planning Commission.

### **Waiver**

The Region C RHSOC and BRPC reserve the right to reject any or all proposals. Region C RHSOC and BRPC reserve the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of Region C RHSOC and the receiving agency/agencies.

### **Termination Of Contract**

The Region C RHSOC and BRPC reserve the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving thirty days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

### **Method Of Award**

Contracts shall be awarded to the proposal that meets or exceeds all requirements of the Invitation for Bid at the lowest cost while offering the best value to the Region C RHSOC and BRPC.

### **Indemnification**

The bidder shall indemnify, save, and hold harmless the Region C RHSOC, BRPC, and the Altenburg School District; their employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from the Invitation for Bid.

### **Disbarment / Suspension and Excluded Parties Lists**

The bidder shall not be listed on Missouri's Suspension/Debarment List nor on the Federal Government's (SAM) Excluded Parties List.

### **Equal Opportunity Clause**

During the performance of this contract, the bidder agrees as follows:

(1) The bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The bidder will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The bidder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not

apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the bidder's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The bidder will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the bidder may request the United States to enter into such litigation to protect the interests of the United States.

### **Procurement of Recovered Materials**

Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **Compliance With Davis-Bacon Act**

The bidder shall be compliant with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

### **Additional Information**

All goods and services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected. The bidder shall clearly identify in the proposal any deviations from the specifications of the IFB. Proposals are subject to the terms and conditions of this IFB, and the attached specifications for the purchase and installation of the requested goods and services. All proposals must include a fully completed and executed Invitation for Bid Form. Failure to do so will be considered basis for rejection.

### **Payment Terms**

Payment terms shall be net thirty days after delivery and installation unless otherwise stated.

### **Submission Of Proposal And Supplemental Materials**

Proposals shall be submitted to Boonslick Regional Planning Commission. If supplemental materials are required or requested, they must be submitted as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the receiving agency. Submission or distribution by the bidder of unsolicited supplemental materials to Region C RHSOC members or its agents may result in rejection of the bid.

## **SCOPE OF WORK**

The intent of this IFB is to obtain competitive bids and subsequently award a contract for the procurement and installation of a manual transfer switch at the Altenburg School Electrical Utility room. All labor and material, including miscellaneous charges such as shipping and handling, required to install the switch and make it fully operable must be included in the total cost of the proposal. NOTE: BRPC is chartered as a 501(c)(3) organization and therefore is exempt from paying sales or use taxes. A "State of Missouri Exemption from Missouri State Sales and Use Taxes on Purchases" Certificate will be provided to the winning bidder if requested.

The winning bidder will coordinate all work with Ms. Deborah Haertling, Superintendent, Altenburg School District 48, 8432 Main Street, Altenburg, MO 63732; 573-824-5857. [altenburgpublicschool@gmail.com](mailto:altenburgpublicschool@gmail.com)

Materials and supplies will be delivered to and installed at the following address; Altenburg School District 48, 8432 Main Street, Altenburg, MO 63732.

### **Intent of Specifications**

It shall be the intent of these specifications to cover the complete delivered and installed transfer switch as specified, including any related hardware required but not otherwise stated herein. Unless specifically stated otherwise, brand names and/or model numbers if used below, are for illustrative purposes, and equal equipment may be bid, but must meet or exceed all specifications, and be approved by the Region C RHSOC.

### **Transfer Switch Specifications**

- 600A 120/208V Manual Emergency Power Transfer Switch

### **Installation Specifications of Transfer Switch**

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- Includes all hardware and wiring required for the following
  - a. Install next to existing main service panel.
  - b. Intercept existing service panel main service wires, connect to the new transfer switch and reconnect the existing main service.
- Meets all applicable federal, state, and local codes.

**Service, Parts, and Maintenance**

Bidders shall furnish statements with their proposals highlighting their local repair/service facilities, the availability of repair parts, and anticipated response time for break/fix incidents.

**Period of Performance**

The current target for installation is during the district’s summer break which is scheduled for May 16 through August 10, 2018. If this period of installation cannot be met, the successful bidder will be expected to coordinate mutually agreed alternative dates with the Superintendent of the Altenburg School District in order to minimize disruption to the district and its students.

**Data and Information**

Each bidder shall furnish in the proposal complete manufacturer’s specifications, maintenance, and user data. Any variations from the specifications shall be so stated in the proposal, or it shall be assumed the equipment is equal to or greater than the specifications as outlined in the IFB. Region C RHSOC reserves the right to make the final decision whether any variations in the specifications will be allowed. All bidders are directed to indicate compliance in their proposal with specifications and shall outline any variations between their bid and the specifications. Failure to indicate compliance or deviation shall be considered cause for rejection of the bid.

**Exceptions**

All exceptions shall be clearly stated in the proposal no matter how insignificant. Any exceptions not stated shall be assumed to be included in the proposal regardless of the cost to the bidder.

**Warranty**

The details of the equipment and workmanship warranty/warranties must be provided in the proposal. If any parts or workmanship prove defective during the warranty period, the bidder shall upon notice from Region C RHSOC or receiving agency, immediately make necessary repairs or replacement without cost. Failure to have the bid accompanied by a detailed warranty may be cause for rejection of the bid.

**Manuals and Documentation**

All necessary manuals such as the Owner/Operator, Illustrated Parts Breakdown, and Maintenance/Troubleshooting Manuals must be provided at time of installation, including other related documentation as may be required, including warranties.

**Training**

Adequate instruction on the safety, operation, and maintenance of equipment will be provided to designated school personnel as appropriate upon completion of installation.

**Proof of Acceptance**

At time of completed installation, the bidder will provide a proof of acceptance document to signed and retained by the Boonslick Regional Planning Commission and the Altenburg School District 48. Perry County Emergency Management Agency will arrange for a mobile generator to be on-site during the period of performance so that the bidder can demonstrate full operability and perform training.

**Invoice**

Within fifteen days of completion of installation the bidder will provide a final itemized invoice to BRPC. NOTE: BRPC is chartered as a 501(c)(3) organization and therefore is exempt from paying sales or use taxes. A "State of Missouri Exemption from Missouri State Sales and Use Taxes on Purchases" Certificate will be provided to the winning bidder if requested.

**Contract Price**

The amount bid shall be for the total delivered and installed price for all specified work.



**Invitation for Bid Form**

The signature of the bidder indicates the bidder understands and will comply with all Terms and Conditions and all other specifications made a part of this Invitation for Bid and any subsequent award or contract. All terms, conditions and representations made in this IFB will become an integral part of the contract. In compliance with the IFB and to all the conditions imposed herein, the undersigned offers and agrees to furnish and/or provide the aforementioned Scope of Work to the Region C RHSOC per instructions stated above and for the bid price as indicated hereafter.

**General Scope of Work (if different from IFB):** \_\_\_\_\_

**Total bid price for labor and material as specified:** \$\_\_\_\_\_

*(To include ANY and ALL shipping, handling, surcharges, and/or other fees.)*

**Number of days on site to complete installation:** \_\_\_\_\_

**Installation Start Date:** \_\_\_\_\_

**Company (Bidder):** \_\_\_\_\_

**Indicate whether: ( ) Individual ( ) Partnership ( ) Corporation**

**Company Address:** \_\_\_\_\_

**Incorporated in the state of:** \_\_\_\_\_

**Tax ID Number:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Title of Authorized Representative:** \_\_\_\_\_

**Phone Number of Authorized Representative:** \_\_\_\_\_

**Authorized Representative Email :** \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_

**Date Executed:** \_\_\_\_\_