



## **LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 11-127**

**For**

**Microsoft Software Licensing**

**For**

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

St. Charles County is seeking bids for **Microsoft Software Licensing**. 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.

## BID INSTRUCTIONS

One original and one [1] signed copies of the bid must be received in a sealed envelope plainly marked “**11-127 Microsoft Software Licensing**” 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 5/25/2011 at 10:30 AM** , 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](mailto: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:

Rick Hooker, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **05/18/2011**. Any question received after this deadline may not be answered.

**Responses to questions/clarifications will be placed on the County's website [www.sccmo.org/businesses/](http://www.sccmo.org/businesses/). 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. 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 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 taxes, fees or 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 entity within the 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. 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.

### **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 Specification

St. Charles County Government is seeking bids for Microsoft Software Licensing for government facilities. All fees related to the purchase of the license(s) must be included in the price. The County reserves the right to accept any, all or none of the vendor offerings to this RFP.

Product Description	Part Number	Cost
ExchgSvrEnt 2010 SNGL MVL	395-04385	
Lync 2010 Sngl MVL	6YH-00595	
LyncSvrStdCAL 2010 SNGL MVL DvcCAL	6ZH-00417	
SharePointIntrntSitesEnt 2010 SNGL MVL	CKF-00318	
SharePointIntrntSitesStd 2010 SNGL MVL	CLF-00318	
SQLCAL 2008R2 SNGL MVL DvcCAL	359-05401	
SQLSvrDatactr 2008R2 SNGL MVL 1Proc	USD-00453	
SQLSvrEnt 2008R2 SNGL MVL	810-08584	
SQLSvrEnt 2008R2 SNGL MVL 1Proc	810-08561	
SQLSvrStd 2008R2 SNGL MVL	228-09443	
SQLSvrStd 2008R2 SNGL MVL 1Proc	228-09492	
SysCtrCnfgMgrSvr 2007R3 SNGL MVL	J3A-00691	
SysCtrCnfgMgrSvrMLEnt 2007R3 SNGL MVL	J7A-00655	
SysCtrCnfgMgrSvrMLStd 2007R3 SNGL MVL	J6A-00479	
SysCtrDPMSvrMLEnt 2010 SNGL MVL	CGA-00691	
SysCtrDPMSvrMLStd 2010 SNGL MVL	CVA-00548	
SysCtrOpsMgrSvr 2007R2 SNGL MVL	UAR-01315	
SysCtrOpsMgrSvrMLEnt 2007R2 SNGL MVL	UAS-00892	
SysCtrOpsMgrSvrMLStd 2007R2 SNGL MVL	UAT-00593	
SysCtrSrvMgrSvr 2010 SNGL MVL	Q7F-00180	
SysCtrSrvMgrSvrML 2010 SNGL MVL	MVF-00454	
SysCtrVMMCitML 2008R2 SNGL MVL PerOSE	26C-00570	
SysCtrVMMSvrMLEnt 2008R2 SNGL MVL	CJA-00826	
SysCtrVMMWkgrp 2008R2 SNGL MVL	SNA-00588	
WinSvrDataCtr 2008R2 SNGL MVL 1Proc	P71-06392	
WinSvrStd 2008R2 SNGL MVL	P73-05005	
ExchgSvrEnt SNGL LicSAPk MVL	395-02406	
Lync SNGL LicSAPk MVL	6YH-00593	
LyncSvrStdCAL SNGL LicSAPk MVL DvcCAL	6ZH-00413	
SharePointIntrntSitesEnt SNGL LicSAPk MVL	CKF-00316	
SharePointIntrntSitesStd SNGL LicSAPk MVL	CLF-00316	
SQLCAL SNGL LicSAPk MVL DvcCAL	359-00769	
SQLSvrDatactr SNGL LicSAPk MVL 1Proc	USD-00440	
SQLSvrEnt SNGL LicSAPk MVL	810-04871	
SQLSvrEnt SNGL LicSAPk MVL 1Proc	810-04413	

<b>Product Description</b>	<b>Part Number</b>	<b>Cost</b>
SQLSvrStd SNGL LicSAPk MVL	228-04538	
SQLSvrStd SNGL LicSAPk MVL 1Proc	228-05020	
SysCtrCnfgMgrSvr SNGL LicSAPk MVL	J3A-00165	
SysCtrCnfgMgrSvrMLEnt SNGL LicSAPk MVL	J7A-00144	
SysCtrCnfgMgrSvrMLStd SNGL LicSAPk MVL	J6A-00099	
SysCtrDPMSvrMLEnt SNGL LicSAPk MVL	CGA-00077	
SysCtrDPMSvrMLStd SNGL LicSAPk MVL	CVA-00068	
SysCtrOpsMgrSvr SNGL LicSAPk MVL	UAR-00670	
SysCtrOpsMgrSvrMLEnt SNGL LicSAPk MVL	UAS-00322	
SysCtrOpsMgrSvrMLStd SNGL LicSAPk MVL	UAT-00179	
SysCtrSrcMgrSvr SNGL LicSAPk MVL	Q7F-00065	
SysCtrSrcMgrSvrML SNGL LicSAPk MVL	MVF-00443	
SysCtrVMMCItdML SNGL LicSAPk MVL PerOSE	26C-00484	
SysCtrVMMMSvrMLEnt SNGL LicSAPk MVL	CJA-00530	
SysCtrVMMWkgrp SNGL LicSAPk MVL	SNA-00156	
WinSvrDataCtr SNGL LicSAPk MVL 1Proc	P71-01032	
WinSvrStd SNGL LicSAPk MVL	P73-00205	

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**Bidder**

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**Authorized signature**

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**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: \_\_\_\_\_