



# CITY OF O'FALLON, MISSOURI

## PURCHASING DEPARTMENT

100 North Main Street

O'Fallon, MO 63366

TX: (636) 379-5527

FX: (636) 978-4144

### FURNISH AND DELIVER BID

INVITATION TO BID:	12-001	BID ISSUE DATE:	01/06/2012
BID DESCRIPTION:	THREE (3) SIDELOAD REFUSE TRUCKS		
BID OPENING DATE:	01/18/2012	BID OPENING TIME:	9:00 A.M. CST
COPIES REQUIRED:	1 ORIGINAL	BID BOND REQUIRED:	NO

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE COUNCILMEN'S CONFERENCE ROOM ON THE FIRST FLOOR OF THE MUNICIPAL CENTER. LATE BIDS WILL NOT BE OPENED OR CONSIDERED.

### TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein on the forms supplied. **Do not staple or submit bid in any type of binder;** binder clips are acceptable.

The original bid and the required number of copies, along with the bid bond, must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner. Each page of the original and copies should be marked as such.

All bids are subject to staff analysis. The City of O'Fallon, Missouri reserves the right to accept or reject any and all bids received and waive any and all technicalities.

QUESTIONS SHOULD BE SUBMITTED IN WRITING VIA E-MAIL OR FAX BY THE END OF THE DAY, 01/11/2012 TO THE PURCHASING AGENT. Addendum information is available over the Internet at <a href="http://www.ofallon.mo.us">www.ofallon.mo.us</a> . We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.	PURCHASING AGENT: JILL SCHMITZ	
	PHONE: E-MAIL: FAX:	636.379.5527 <a href="mailto:jschmitz@ofallon.mo.us">jschmitz@ofallon.mo.us</a> 636.978.4144

<b>BIDS MUST BE DELIVERED AND TIME STAMPED, PRIOR TO THE PUBLIC BID OPENING DATE AND TIME, TO:</b>	CITY OF O'FALLON ATTN: JILL SCHMITZ, PURCHASING AGENT 100 NORTH MAIN STREET O'FALLON, MO 63366
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FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

**FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED**

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## CITY OF O'FALLON, MISSOURI

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### INSTRUCTIONS TO BIDDERS

#### **BID REQUIREMENTS:**

The City of O'Fallon, Missouri (the "City") **requires** all bids be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in the "Instructions to Bidders", "General Conditions" and "Special Conditions" of the contract. Please make and retain a copy of this bid for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form and all other documents where indicated. **Unsigned bids will not be read.**

Where applicable, the Bidder shall furnish with the bid, one set of all available literature pertaining to the equipment and/or material to be furnished under the bid.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

The total price quoted by the Bidder must be the total cost delivered to the location(s) stated in the "Special Conditions" or "Specifications". Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s).

In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, the appropriate line in the specifications will be ruled out and the substitution clearly indicated.

However, if "OR APPROVED EQUAL" is not written and you cannot bid the specified item, the Bidder may submit an alternate bid. The City will consider the bids covering the specified article or material first.

The City, for cost effective measures, standardizes on specific items; those bids will contain the language "no substitution," and any alternative will not be considered.

#### **ALTERNATE/EQUAL BIDS:**

The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

The City reserves the right to approve any material the Bidder proposes to furnish which contains variations from specification requirements but which may substantially comply.

#### **BONDS:**

No bonds are required to be submitted with this bid.

#### **CONTRACT AWARD INFORMATION:**

Award notification will be sent to the vendor receiving the award via mail or fax.

Response summaries will be available are available by contacting Jill Schmitz, Purchasing Agent. This summary information will include bids that were delivered by the required bid opening date and time.

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### **CONTRACT DOCUMENT COMPONENT PARTS:**

The contract documents herein named include all of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

- 1) Instructions to Bidders
- 2) General Conditions
- 3) Special Conditions
- 4) Bid Form
- 5) References
- 6) Specifications
- 7) Pricing/Signatures
- 8) Any and all addenda to the foregoing

All documents are or will be on file in the office of the City Clerk, City of O'Fallon, MO, 100 North Main, O'Fallon, MO 63366.

### **DEVIATIONS AND EXCEPTIONS:**

Deviations and exceptions shall be described fully, on the Bidder's letterhead, signed, and attached to the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Bidder shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid.

### **EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid, specifications and contract documents.

If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the City, such information represents only the opinion of the City as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information.

### **FACSIMILE/E-MAIL TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will not be accepted by the City.

### **INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

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### **INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications or other contract documents, the bidder is expected to submit questions to the Purchasing Agent. The Purchasing Agent is the point of contact for this bid. All communications regarding this bid packet must be directed to the Purchasing Agent. If a question can be answered by directing the questioner to a specific section of the bid packet, then the Purchasing Agent may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the specifications. The Purchasing Agent will make this determination. Oral communication is considered unofficial and non-binding on the City. If an amendment to the specifications is issued, it will be provided to all offerors that were issued a copy of the bid packet and to those that have requested a copy of the bid packet from the Purchasing Agent.

Jill Schmitz, Purchasing Agent  
Fax: 636-978-4144  
E-mail: [jschmitz@ofallon.mo.us](mailto:jschmitz@ofallon.mo.us)

Only questions answered by formal written addenda will be binding. Oral and interpretations or clarifications will be without legal affect.

### **PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. **It must be returned with all pages intact.** Please make and retain a copy of this bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

All prices quoted by the Bidder shall be F.O.B. delivered and shall include any and all freight costs to the delivery location(s) specified. The Bidder must not qualify the bid by stating F.O.B. a location other than such stated location(s).

When a bid consists of a number of items, prices must be submitted for all items, unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the bid page. The Bidder must bid in accordance with the unit(s) of measure called for. If an item is listed by each, the bid price must be entered by each, not dozen or hundred. All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids.

Where unit prices are requested, the quantities stated are approximate only. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units installed in the completed work within the proposed scope of work.

All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids, that contain omissions, erasures, conditions, alterations, or additions not called for may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

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**The bid shall be signed by a company officer empowered to bind the company. Failure to sign the bid may cause the bid to be determined to be non-responsive and the bid may be rejected.**

**SUBMISSION OF BIDS:**

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

The Bidder shall be responsible for delivery of bids to the Purchasing Agent before the date and hour set for the opening of bids. The City assumes no responsibility for delays caused by any delivery service. Postmarking by due date will not substitute for actual receipt by the City. Late bids will not be opened or considered.

**END OF INSTRUCTIONS TO BIDDERS**

## GENERAL CONDITIONS

### **ADDENDUM AND SUPPLEMENT TO REQUEST:**

If it becomes necessary to revise any part of this request or if additional data is necessary to enable the exact interpretation of provisions of this request, revisions will be provided in the form of an Addendum. If revisions are necessary after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

### **CHANGES:**

All changes to this Bid Document shall be amended in written form (Addenda). The Purchasing Agent prior to the scheduled bid opening shall issue such amendments.

The City reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between City and the successful Contractor.

The City shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

No claim based on oral changes will be allowed.

### **CONTRACTOR PERFORMANCE:**

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits shall together constitute the Contract. The Contractor hereby asserts that it has read the specifications, and that it is thoroughly informed and familiar as to their contents and requirements. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of this Contract shall be to the satisfaction of the City.

### **DISCLAIMER:**

#### RESERVED BY OWNER

The City reserves the right to reject any or all bids failing to meet the City's specifications or requirements and to waive technicalities. If in the City's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Contractor's reputation and past performance, will also be weighed.

The Contractor's failure to meet the mandatory requirements will result in the disqualification of the Contractor's bid from further considerations.

The City further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. This Invitation to Bid process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.

### **DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace.

### **ENDORSEMENTS:**

Contractor shall not use the City in any form of endorsement to any third-party without the Buyer's written permission.

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### **EXECUTION OF CONTRACT:**

The bidder to whom the contract has been awarded shall sign three (3) copies of the contract and performance bond and return them to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and bonds and return them to the City within seven (7) calendar days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City.

If circumstances beyond the Contractor's control prohibit a timely execution of this contract, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the delivery date.

### **F.O.B.:**

All goods are to be shipped prepaid, F.O.B. destination. Shipments sent C.O.D. without City's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

### **HOLDING OF BIDS:**

Contractor may withdraw their bids at any time prior to the time specified as the closing time for the receipt of bids. However, no Contractor shall withdraw or cancel his bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.

### **LAW GOVERNING:**

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

### **LIENS, CLAIMS, AND ENCUMBRANCES:**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

### **MISCELLANEOUS REQUIREMENTS:**

The City will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

### **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

### **NON-EXCLUSIVITY:**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

### **PATENTS:**

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings against buyer, in which City, and of Contractor's suppliers, contractors, distributors or dealers, or the users of any of Contractor's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the City whenever infringement will result from Contractor's adherence to specifications supplied by the City or by an authorized City Representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City therein.

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**PAYMENT:**

The goal of the City is to pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods have been delivered, approved, and accepted by an authorized City Representative. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

**TAX:**

The City is not responsible for and will not pay local, Federal Excise Tax or Missouri Sales Tax. A copy of the exemption letter is available upon written request.

**TERMS/CANCELLATION AND DAMAGES:**

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City because of the Contractor's breach terminates this Contract, the City shall have the right to purchase equipment elsewhere and to charge the Contractor with any additional cost incurred.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Contractor and the City may withhold any payments to the Contractor until such time as the amount of such damages due the City from the Contractor shall be determined.

**TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

Prior to any sales or assignments the City must be notified and approve same in writing. The City shall have right of first refusal.

## END OF GENERAL CONDITIONS

## SPECIAL CONDITIONS

### **DELIVERY REQUIREMENTS:**

In this contract, time is of the essence. All freight and delivery charges are to be included in the costs entered on the bid pricing page. Under no circumstances will the City be liable for additional delivery charges.

The successful bidder's performance under the terms and conditions of this contract shall be satisfactory to the City.

All deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m unless other arrangements have been made.

### **PRICING:**

The pricing stated by the bidder in the bid documents shall remain firm for a one year period from the start date of the contract. No price increases will be allowed for the duration of the contract.

### **RENEWAL & EXTENSION:**

The successful bidder will be awarded a three (3) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for two (2) additional years. **In no event shall the term plus renewals exceed five (5) years.** The items purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of this bid packet. Price decreases are allowed at any time.

### **VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

Vendor shall have owned and operated their company for at least the last five (5) years and must give evidence of same.

## END OF SPECIAL CONDITIONS

## INSURANCE REQUIREMENTS

### GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon. An original Certificate of Insurance from the company of record must be furnished to the City and provide that the City of O'Fallon is an "Additional Insured" during the Term of the Agreement. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

### WORKER'S COMPENSATION INSURANCE:

The Vendor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case such work is sublet, the Concessionaire shall require the subcontractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged by the Vendor for such work unless such employees are covered by the protection afforded by the Vendor's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

### Comprehensive General Liability Insurance:

The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Public Liability	\$1,000,000 per person	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per person	\$1,000,000 per occurrence

### Comprehensive Automobile Liability Insurance:

The Vendor shall maintain Comprehensive Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury, including Death	\$1,000,000 per person	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per accident	

### Owner's Protective Insurance:

The Vendor shall obtain and maintain an owner's protective insurance policy with the City of O'Fallon named as and "Additionally Insured" with liability limits not less than the minimum limits set forth below:

Bodily Injury, including Death	\$1,000,000 per person	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence	\$1,000,000 aggregate

### CHANGES IN INSURANCE COVERAGE:

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

### CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the City.

### INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

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The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

### **INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

### **SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract for claims arising from events occurring while the Contract is in force.

### **NOTICE OF LAWSUIT:**

Within sixty (60) days of service of process, the City shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the City shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

### **CHOICE OF LEGAL COUNSEL:**

The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the City.

### **DISPUTES:**

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

## **END OF INSURANCE REQUIREMENTS**

**CITY OF O'FALLON, MISSOURI**

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**BID FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Bid Contact Person	
Email Address	

TO: Jill Schmitz, Purchasing Agent

The undersigned, being duly sworn, certifies that he is:

- the Owner/Sole Proprietor       a Member of the Partnership       an Officer of the Corporation       a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the City Clerk, 100 North Main Street, O'Fallon, Missouri 63366, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Missouri and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Finally, the Contractor agrees to do all other things required of the Contractor by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the City to verify business references.

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**REFERENCES**

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

The bidder verifies that they have provided equipment or supplies to that contained in this contract to the following parties with needs similar to that of City and authorizes the City to verify references of business and credit at its option.

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

State the number of years in business \_\_\_\_\_ State the current number of personnel on staff \_\_\_\_\_

**CITY OF O'FALLON, MISSOURI**

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**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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\_\_\_\_\_ being first duly sworn, deposes and says that he is

\_\_\_\_\_  
*Title of Person Signing*

of \_\_\_\_\_

\_\_\_\_\_  
*Name of Bidder*

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
*Notary Public*

My Commission Expires \_\_\_\_\_

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

THE BIDDERS ATTENTION IS DIRECTED TO Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

**All vendors submitting a bid must furnish all information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BY (signature required): \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ if no Federal Tax ID # list SS #: \_\_\_\_\_

*For bid to be considered, the Preference in Purchasing Products form must be filled out and submitted for each bid and dated in the current calendar year.*

## SPECIFICATIONS

This bid is to furnish, deliver, and/or install for the City three (3) automated side load refuse trucks, FOB 1572 Progress West, O'Fallon, Missouri 63366. The City of O'Fallon is seeking bids for the purchase of three diesel powered cab & chassis's to collect residential recycling and waste. The following specifications are minimum requirements. Any deviation shall be noted and submitted in writing. It is the intent of these specifications to describe an automated, side load refuse collection body and truck chassis to make a complete working truck. All parts not specifically mentioned herein, which are necessary to provide a complete unit shall be included and shall conform in strength and quality of material and workmanship according to the industry standard and not less than this specification.

### Minimum Specifications

- 1) Must be equal or better
- 2) List all differences and deviations from bid specifications on separate sheet(s) of paper if necessary. If not listed, bid will be considered non-responsive.
- 3) Bid is for three (3) side load refuse trucks.
- 4) The completed unit from date of order acceptance to be delivered within 120 days with clear titles.
- 5) If a vehicle needs to be taken in for service under warranty, chassis or body work, pickup and delivery will be free (no charge to the City).
- 6) Out of warranty, chassis or body pickup and delivery charge will be \$35.00.
- 7) If the vehicle is down for repairs more than 5 working days, then the vendor must supply the City of O'Fallon with a comparable unit to use until warranty repairs are successfully completed. All service work shall be performed within a reasonable distance from the City of O'Fallon (25 miles or less).
- 8) All parts supplied by vendor for warranty repairs will be provided at no charge, including shipping.
- 9) The city shall have the option of making minor warranted repairs to the truck or body and then being reimbursed by vendor for labor and parts. (such as but not limited to: hydraulic hoses)
- 10) Manuals:
  - a) One manual containing illustrated parts list. Each part shall be identified by part number, description and component location. Necessary warnings and safety precautions shall be included with each unit.
  - b) One manual containing operating and service instructions for the unit and engine shall be delivered with each unit.
- 11) Trade Ins:
  - a) The City of O'Fallon Missouri has two (2) 24 yard Labrie Expert 2000 t Helping Hand dropped frame automated body units on 2005 Sterling Condor dual drive chassis with approximately 55,000 miles and one (1) 31 yard Labrie Expert 2000 t Helping Hand dropped frame automated body unit on a 2006 Freightliner M2 Chassis with approximately 45,000 miles that may be traded in.
- 12) Special Diagnostic Tools:
  - a) Any specialty repair tools, diagnostic tools, software or hardware needed to maintain and/or service the unit must be provided with instructions and training.
- 13) Training:
  - a) The successful bidder shall provide 16 hours or training on use of the equipment and 16 hours training on maintenance of the equipment. Training is to be scheduled at the preference of the city.
- 14) Drawing:
  - a) Bidder is to provide a sketch or drawing of vehicle detailing completed body and chassis measurements.

**CITYOF O'FALLON, MISSOURI**

**Minimum requirements for a 28Cubic Yard Side load Refuse Collection Vehicle Cab and Chassis:**

<b>NO.</b>	<b>Description</b>	<b>Meets Bid Specs</b>	<b>Does Not Meet Bid Specs</b>
<b>General</b>			
1.	Low entry cab forward, sit down right hand drive only		
2.	Steel front bumper painted black		
3.	All windows to be tinted and power operated		
4.	Amber Roof marker lamps (all LED lighting)		
5.	Intermittent – variable speed windshield wipers		
6.	Heated, electric remote control mirrors		
7.	Cab exterior to be painted white		
8.	Single 50 gallon aluminum fuel tank (mounted on left side)		
9.	Chrome Air Horn		
<b>CAB</b>			
10.	Engine tachometer provided		
11.	Engine hour meter provided		
12.	Gauges for: oil pressure, coolant temperature		
13.	Transmission oil temperature gauge and voltage		
14.	Hi-back air-ride driver's seat w/ fore-aft adjustment		
15.	Passenger seat		
16.	AM/FM stereo radio installed		
17.	Air conditioning integral with dash panel		
<b>Engine</b>			
18.	Engines comparable to Cummins ISL9 345 HP 345/2100 1150 lb/ft of torque at 1400 RPM		
19.	Automatic safety shutdown protection with alarms		
20.	C-Brake by Jacobs		
21.	130 amp alternator		
22.	Engine block heater, 110 volts, 1000-watt		
23.	Muffler with center vertical exhaust stack		
24.	Aluminum muffler/tail pipe shields		
25.	Air intake warmer		
26.	Three group 31 12-volt MF batteries		
27.	2100 total CCA		
28.	Battery cut-off switch at battery box		
29.	Fuel water separator with heated bowl and indicator light		
30.	Minimum 18.7 CFM air-compressor		
<b>Automatic Transmission</b>			
31.	Allison model 3500RDS-P 5-speed automatic Transmission		
32.	Push button electronic shift control, dash mounted		
33.	Transmission oil cooler		
<b>Drive Train</b>			
34.	Front Axle – 20,000 pound capacity 50-degree turn angle		
35.	Front suspension – 20,000 pound multi-leaf spring		
36.	Oil lubricated front wheel hubs		
37.	22.5 x 9.0 steel disc hub piloted front wheels painted white		
38.	315/80R 20-ply radial front tires		
39.	40,000 lb rated rear axles		
40.	Rear axle ratio 6.17:1		
41.	44,000 rear spring suspension with 52" spacing		

**CITYOF O'FALLON, MISSOURI**

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<b><u>NO.</u></b>	<b><u>Description</u></b>	<b><u>Meets Bid Specs</u></b>	<b><u>Does Not Meet Bid Specs</u></b>
42.	Fore and aft transverse torque control rods		
43.	22.5 X 8.25 hub piloted steel side wheels painted white		
44.	11R22.5 16-ply radial M/S rear tires		
45.	Front frame extension to house front mount pump		
46.	Full air brake system with ABS		
47.	High consumption/extended purge air dryer with heated moisture ejectors and ball-cock style drain valves on all tanks centrally located for easy access		
<b><u>Warranty</u></b>			
48.	Full "bumper to bumper" complete chassis coverage 3 years/200,000 miles (excluding only wear items)		
49.	Engine warranty 5 years/200,000 miles (including Turbo and injectors)		
50.	Drive train (transmission and driveline) 2 years/200,000 miles		
51.	Extended transmission warranty 5 years/200,000 miles		
51.	Frame 5 years/200,000 miles		
53.	Emissions for diesel 5 years/200,000miles		
54.	Towing package for 2 years of warranty		
<b><u>Delivery</u></b>			
55.	Chassis must be delivered to the compaction body vendor for mounting. The chassis must be serviced and ready for operation at final delivery to the City of O'Fallon		

**CITYOF O'FALLON, MISSOURI**

**Minimum requirements for a 28 Cubic Yard Automated Side load Packer Body:**

<b>NO.</b>	<b>Description</b>	<b><u>Meets Bid Specs</u></b>	<b><u>Does Not Meet Bid Specs</u></b>
<b><u>Body Capacity</u></b>			
56.	The body has a rounded shape enhancing resistance to deformation, durability and better legal payload		
57.	The body capacity including tailgate but excluding the receiving hopper, is 28 cu. yd.		
<b><u>Hopper Dimensions and Construction</u></b>			
58.	A large hopper offers a volume of not less than 4 cu. Yd		
59.	Two body windows of expanded metal are installed in front of body to indicate when body is full.		
60.	Body windows dimensions are 8 X 8 In		
61.	Sump boxes doors dimensions are 18 X 22.5 in		
<b><u>Rear Tailgate</u></b>			
62.	The tailgate is hydraulically operated, bustle type complete with automatic hydraulic lock mechanism, ensuring resistance when material is packing against it		
63.	A safety pin is provided to hold the lock mechanism to prevent an accidental opening.		
64.	The number of cylinders operating the tailgate is 2		
65.	Rubber seal is installed to prevent liquid leakage and banging back of body, on whole width of the bottom and each side to a Height of 30 inches		
66.	Manual control valve in cab is installed with safety lock to prevent accidental activation.		
67.	A light and audible alarm in cab are provided to indicate when tailgate is unlocked		
68.	Tailgate safety prop is provided and assure an opening of 24 inches		
69.	Tailgate hydraulic line is equipped with flow restrictor to prevent sudden descent		
70.	The tailgate opening angle is not less than (above horizontal) 45 degrees		
<b><u>Packer</u></b>			
71.	The packer is built so that packing area produces a pressure on garbage of 60 PSI		
72.	Packer controls consist of start, retract, emergency stop and engine speed-up (High Idle).		
73.	Emergency red button is provided to stop packer ram movement at any time		
74.	Accelerator switch is located in cab.		
75.	Control buttons are heavy duty, industrial type, color coded, corrosion proof and weather resistant.		
76.	Packer cylinder pins are easily greasable		
<b><u>Crusher Panel</u></b>			
77.	A crusher panel is installed on the front wall of the body to optimize the compaction of the material and to facilitate the transfer into the body.		

**CITYOF O'FALLON, MISSOURI**

<b>NO.</b>	<b>Description</b>	<b>Meets Bid Specs</b>	<b>Does Not Meet Bid Specs</b>
<b>Hydraulic System</b>			
78.	The hydraulic system is designed to ensure easy maintenance.		
79.	The hydraulic pressure line is made up of a Denison relief valve R5P: including vent valve VV01 with a 12 volts DC in line mounted solenoid which divert the flow back to tank when pump is not engaged, and a flow control which divert the excess flow back to tank over 45 gpm.		
80.	The dual vane pump is front mounted and deliver to arm: 22 gpm @ 1200 RPM		
81.	The dual vane pump deliver to others systems: 31 gpm @1200 RPM		
82.	System working pressure (Relief valve adjustment) is 3000 PSI		
83.	Reservoir capacity for conventional cab is 50 gal		
84.	The hydraulic reservoir is equipped with magnetic drain plug, oil level gauge and shut-off valves in suction line and check valve on return.		
85.	The return line filter have a derivation valve and a differential pressure indicator		
86.	The return line filter derivation valve cracking pressure is 25 PSI		
87.	Reservoir has an inspection and clean out cover.		
88.	Four wire braided hoses are used on the pressure side and all others are double braided wire; high burst capacity and reinforced with nylon wrap to prevent chafing.		
89.	Hydraulic tubing is extensively used where flexibility is not needed		
90.	All pipes are zinc coated to prevent corrosion.		
91.	All hydraulic tubing is securely clamped to prevent vibration, abrasion and excessive noise		
92.	All hydraulic hoses conform to S.A.E. standards for designed pressure.		
93.	Bends are not less than recommended by S.A.E. standards.		
94.	Hydraulic system operates at an acceptable temperature without the need for external hydraulic oil cooling devices.		
95.	Quick disconnect fittings are provided so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings.		
96.	High flex hydraulic hoses are used at hinge point.		
97.	Hydraulic tank is baffled		
<b>Body Lifting Mechanism</b>			
98.	Lifting capacity is 99550 lbs		
99.	A light and audible alarm in cab are provided to indicate when body is raised and are activated until it is completely down.		
100.	Safety prop is supplied to support the empty body in the raised position for safe maintenance.		
<b>Electrical System</b>			
101.	All stop, directional, tail, backup and clearance lights are to be LED type, recessed mounted and watertight or equivalent		
102.	Mid-body turn signals are standard equipment		
103.	Side lights are integrated to upper and lower light box structures		
104.	Back-up alarm and camera/color monitor shall be provided (Hopper camera included)		
105.	Limit switches are heavy duty, industrial type, water tight		
106.	Wiring is color coded and numbered		
107.	Circuit breakers are manually resettable in console		

**CITYOF O'FALLON, MISSOURI**

<b>NO.</b>	<b>Description</b>	<b>Meets Bid Specs</b>	<b>Does Not Meet Bid Specs</b>
108.	Wiring conforms to SAEJ1128		
109.	Electrical splices are welded and covered with shrinking tube, in certain places, splices are set and covered with a shrinking tube with epoxy sealant		
110.	All electric wires are covered by a plastic shield		
111.	Four (4) amber alternating flashing 4" LED lights		
112.	6" strobe light mounted in center of tailgate		
113.	2 work lights one in the hopper an one right side post		
<b>Accessories</b>			
114.	Steel mud guards are supplies in front of rear axle		
115.	Rubber mud guards are supplies behind rear axle		
116.	If pump is front mounted, steel guard is fixed on the front bumper		
117.	Clean out tools and brackets (broom, shovel and clean-out hoe)		
<b>Painting</b>			
118.	Truck shall be properly cleaned of all dirt and grease		
119.	Body and hopper are steel grit-blasted		
121.	One coat of urethane primer (DuPont) shall be applied		
122.	The finish coat of urethane paint is IMRON 5000 (DuPont) one color (determined by City)		
123.	Rust protection shall be applied in body cavity		
124.	All replacement parts must be painted to match		
<b>Manuals</b>			
125.	Parts, service and operator's manuals are supplied		
<b>Lubrication</b>			
126.	All body hinges, cylinder rod ends, cylinder base trunnions and pivot are supplies with grease fittings		
127.	All packer grease fittings are easily accessible		
128.	A grease chart is provided		
129.	Hopper and sump door hinges are greaseable		
<b>Warranty</b>			
130.	Length of warranty on complete body, parts and labor is not less than 3-years		
131.	Length of warranty on entire body hydraulic system (parts and labor) to include, but not limited to: (cylinders, hoses, metal lines, valves and pump) is not less than 3-years		
<b>Certification</b>			
132.	All internal inspection documents such as intermediate inspection booklets made at the body manufacturer are available and filed for every vehicle		
<b>Cart "extending arm" Lifting Mechanism</b>			
133.	Cart lifting mechanism is hydraulically operated from the cab		
134.	Minimum bin size accepted by lifting mechanism is 32 gallon		
135.	Maximum bid size accepted by lifting mechanism is 96 gallon		
136.	Minimum lifting capacity at maximum reach is 400 lbs		
137.	Maximum extended reach from side of vehicle is 144 in		
138.	Minimum extended reach from side of vehicle is 84 in		
139.	Minimum non-extended reach from side of vehicle is 0 in		
140.	Lifting cycle time at minimum non-extended reach is 8 sec		
141.	Lifting cycle time at minimum extended reach is 20 sec		
142.	Lifting cycle time at maximum extended reach is 30 sec		

**List any available extended warranty for body on separate sheet**

CITYOF O'FALLON, MISSOURI

**PRICING**

**New Unit Pricing:**

New chassis each	\$ _____
New 28 cubic yard body each	\$ _____
Complete unit price each	\$ _____
Total price for three units	\$ _____

**Trade-in Pricing:**

Trade-In 2006 Freightliner/Labrie 31 yard	\$ _____
Trade-In 2005 Sterling/Labrie 24 yard	\$ _____
Trade-In 2005 Sterling/Labrie 24 yard	\$ _____

**Net Bid Price for three units less all trades** \$ \_\_\_\_\_

**Acknowledge the receipt of addenda by checking below as appropriate:**

**Addendum 1** \_\_\_\_\_ **Addendum 2** \_\_\_\_\_ **Addendum 3** \_\_\_\_\_ **Addendum 4** \_\_\_\_\_

**BID AWARD CRITERIA:**

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications.

The Contractor agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

**X** \_\_\_\_\_  
(Signature and Title)

**CORPORATE SEAL**  
(If available)

**BID MUST BE SIGNED FOR CONSIDERATION**

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2012

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(Notary Public)



**CITY OF O'FALLON, MISSOURI  
PURCHASING DEPARTMENT**

100 North Main Street  
O'Fallon, MO 63366

TX: (636) 379-5527

FX: (636) 978-4144

**LATE BIDS CANNOT BE ACCEPTED!**

<b><u>SEALED BID</u></b>	
<b>INVITATION #:</b>	<b>12-002</b>
<b>OPENING DATE:</b>	<b>01/18/2012</b>
<b>OPENING TIME:</b>	<b>9:00 AM CST</b>
<b>DESCRIPTION:</b>	<b>SIDE LOAD REFUSE TRUCKS</b>
<b>DATED MATERIAL-DELIVER IMMEDIATELY</b>	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

**LATE BIDS CANNOT BE ACCEPTED!**