



# CITY OF O'FALLON, MISSOURI

## PURCHASING DEPARTMENT

100 North Main Street  
O'Fallon, MO 63366

T: (636) 379-5527

### FURNISH AND DELIVER BID

INVITATION TO BID:	23-008	BID ISSUE DATE:	01/27/2023
BID DESCRIPTION:	READY MIX CONCRETE SUPPLIER		
BID OPENING DATE:	02/07/2023	BID OPENING TIME:	2:00 P.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, along with the bid bond (if applicable), must be received in a sealed envelope that has your company name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

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 <u>BY 12:00 P.M. on 02/01/2023</u> TO THE PURCHASING AGENT. QUESTIONS WILL ONLY BE ANSWERED VIA ADDENDUM BY END OF DAY ON 02/02/2023. 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: CHRISTINE GRABIN	
	PHONE:	636.379.5527
	E-MAIL:	<a href="mailto:cgrabin@ofallon.mo.us">cgrabin@ofallon.mo.us</a>

<b>BIDS MUST BE DELIVERED AND TIME STAMPED, PRIOR TO THE PUBLIC BID OPENING DATE AND TIME, TO:</b>	CITY OF O'FALLON ATTN: CHRISTINE GRABIN, 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.

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 at [www.ofallon.mo.us](http://www.ofallon.mo.us) under Bid Opportunities. This summary of information will include bids that were delivered by the required bid opening date and time.

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## CITY OF O'FALLON, MISSOURI

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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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## CITY OF O'FALLON, MISSOURI

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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. All contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process. Any contact will result in immediate disqualification of the proposer.

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.

Christine Grabin, Purchasing Agent  
E-mail: [cgrabin@ofallon.mo.us](mailto:cgrabin@ofallon.mo.us)

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

### **PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. **Bids 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.

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## CITY OF O'FALLON, MISSOURI

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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.

**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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## CITY OF O'FALLON, MISSOURI

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### **EXECUTION OF CONTRACT:**

The bidder to whom the contract has been awarded shall sign one (1) copy of the contract and return it to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and return it 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.

### **SAFETY DATA SHEETS:**

If applicable, Contractor shall furnish and submit, to the City, Safety Data Sheets for their products upon award of Contract.

### **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.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

### **E-VERIFY:**

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

### **NON-EXCLUSIVITY:**

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

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## CITY OF O'FALLON, MISSOURI

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**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.

**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 inure 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



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## CITY OF O'FALLON, MISSOURI

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### 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 9:00 a.m. and 3:30 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 (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

#### **RENEWAL & EXTENSION:**

The successful bidder will be awarded a twelve (12) month 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 twelve (12) month periods at the terms of the original contract, executable solely at the discretion of the owner upon acceptance by the company. **In no event shall the term plus renewals exceed three (3) years.**

The items purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. Request for a price increase must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain. Price decreases are allowed at any time.

### 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 or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. 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.

### Commercial 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:

Liability Limits	\$1,000,000/Per Occurrence
	\$3,000,000/General Aggregate
	\$3,000,000 Products/Completed Operations aggregate
	Additional Insured status must be provided to the City and confirmed by copy of such endorsement.
	An umbrella/excess liability policy can be used to attain the required limits.

### Commercial Automobile Liability Insurance:

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

Bodily Injury and Property Damage	\$3,000,000 Combined Single Liability Limit
	An umbrella/excess liability policy can be used to attain the required limits.

### CHANGES IN INSURANCE COVERAGE:

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

### 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.

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.

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## CITY OF O'FALLON, MISSOURI

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**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 stipulated in the contract. In the event of a proceeding, the City retains the right to approve legal counsel for claims brought against 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  
23-008 READY MIX CONCRETE SUPPLIER**

(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: Christine Grabin, 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.



**CITY OF O'FALLON, MISSOURI**

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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, material, or services described 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 MISSOURI**

**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 \_\_\_\_\_

**CITY OF O'FALLON, MISSOURI**

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**PREFERENCE IN PURCHASING PRODUCTS**

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

THE BIDDER'S 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.*



**CITY OF O'FALLON, MISSOURI**

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**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

[ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

\_\_\_\_\_

[ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_

\_\_\_\_\_

[ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION**

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the City in determining the bidder's qualifications under and in compliance with the Missouri Domestic Products Procurement Act. The bidder's failure to complete and return this document with the bid as directed above will cause the City to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**



**CITY OF O'FALLON, MISSOURI**



**SAMPLE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of O'Fallon, Missouri (CITY) and \_\_\_\_\_ (VENDOR). The parties agree as follows:

1. VENDOR agrees to provide the CITY with products or services in accordance with the bid documents and specifications entitled \_\_\_\_\_ with a public bid opening held on \_\_\_\_<date>\_\_\_\_. Said bid documents and specifications shall be incorporated into this contract by this reference.
2. The CITY in accordance with the attached Proposal will pay VENDOR an amount not to exceed \$ \_\_\_\_\_ upon completion of the work noted above.
3. VENDOR shall provide and bill for only those services associated with this project. No additional charges will be allowed without prior approval. All work performed shall be identified and quantified on each invoice.
4. VENDOR is an independent contractor and nothing contained herein shall constitute or designate VENDOR or any of its agents or employees as agents or employees of the CITY.
5. VENDOR agrees in the performance of this agreement that it will not discriminate against any employee of applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
6. VENDOR shall maintain during the life of this Agreement and furnish to the CITY the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates in amounts as detailed in the bid specifications. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner. VENDOR shall provide 30 days written notice prior to any change in insurance.
7. VENDOR agrees to indemnify the CITY, its' officials, and employees from any loss, damage, costs, charges or expenses to person or property by reason of any action or omission on the part of any person or company involved in this agreement.
8. This contract shall be renewable, not to exceed two (2) times, at the terms of the original contract allowing no more than a 3% increase in unit cost per bid item annually, executable solely at the discretion of the CITY upon acceptance by the VENDOR, under the VENDOR's understanding that the quantities and aggregate amount of the contract are subject to change.

VENDOR:

CITY OF O'FALLON, MISSOURI

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Michael Snowden, City Administrator Date

\_\_\_\_\_  
Signature Date

ATTEST:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Deborah Ryan, City Clerk Date

## Specifications

The City of O'Fallon is accepting sealed bids to award an annual purchase agreement for the City's purchase of Ready-Mix Concrete to be used for street maintenance and other repairs. The successful bidder shall agree to deliver to the City, the quantity requested whenever ordered during the year. The selected bidder(s) will be required to provide mix designs for review and approval on each of the mix variations which were bid. The City reserves the right to not purchase any of the items listed.

The intent of this bid is to establish an agreement with qualified suppliers for this product to be delivered to the City, whenever ordered during a twelve-month period. This will be a multi-supplier agreement whereby, should the primary supplier be unable to fulfill the City's order in the time frame requested; the City reserves the right to use another supplier. Bidder agrees to hold prices if chosen as a secondary provider.

Estimated usage for 2023 is **\$550,000.00**

### General Information:

- All mix designs for items associated with this bid will be submitted to the appropriate agency (EMPC or City) for review and approval within 20 days of the vendor receiving the notice of award from the City.
- Please refer to the Eastern Missouri Pavement Consortium website at <http://empcpavement.org> for the latest information on 2023 Approved Mix Designs
- The following mixes shall be reviewed and approved by the Eastern Missouri Pavement Consortium (EMPC). Review and approval of these items will be through the EMPC using the EMPC website.
  - 4000 psi @ 28 days
- The following mixes shall be reviewed and approved by the Eastern Missouri Pavement Consortium (EMPC) as a variation of the 4000 psi @ 28 days mix.
  - 3500 psi @ 6 hours
  - 3500 psi @ 24 hours
  - 3500 psi @ 3 days

Each of these mix designs shall have a maturity curve submitted for approval. The high early strength shall be accomplished by increasing the amount of Type I/II cement and other cementitious materials in the mix. Review and approval of these items will be through the EMPC using the EMPC website.

- The mix design for the pothole or partial depth repair mix shall be submitted to the City of O'Fallon for approval.
- All other material provided shall conform to the latest edition of the St. Louis County Standard Specifications for Arterial Highway Construction. The aggregates for these items shall be EMPC approved.
- Bill of Lading/Delivery Ticket:
  - Manufacturer of truck or central mixed concrete shall furnish, with each truck load of concrete, before unloading at the site, a delivery ticket that complies with the requirements of the EMPC specifications.

### Other:

- Orders will be on jobsite no less than thirty (30) minutes from batch time.
- A Secondary Concrete provider may be awarded.

**CITY OF O'FALLON, MISSOURI**

**PRICING**

Company Name: \_\_\_\_\_

**READY MIX CONCRETE PRICING**

<b><u>DESCRIPTION</u></b>	<b><u>Standard EMPC Mix (per yard)</u></b>	<b><u>Ternary EMPC Mix (per yard)</u></b>
EMPC approved mix 4000 psi @ 28 days	\$	
EMPC approved mix 3500 psi @ 6 hours	\$	
EMPC approved mix 3500 psi @ 24 hours	\$	
EMPC approved mix 3500 psi @ 3 days	\$	
EMPC approved mix (driveway) 3500 psi @ 28 days	\$	
EMPC approved mix (sidewalk) 3000 psi @ 28 days	\$	
FLOWABLE FILL – 50 psi	\$	
FLOWABLE FILL – 100 psi	\$	
POTHOLE REPAIR CONCRETE (Partial Depth Repair Mix) 1500 psi @ 12 hours @ 75 degrees (See Specification below.)	\$	
Maturity Curves for the Pothole Repair and high early strength mixes (ASTM C1074)	\$ per curve	

<b>UPCHARGE FOR COLOR PUT IN CONCRETE AT BATCH PLANT:</b>		
1% LOADING	\$	
2% LOADING	\$	
3% LOADING	\$	
4% LOADING	\$	
COLOR RELEASE AGENTS PER BKT:	\$	
CLEAN-UP CHARGE FOR COLORED CONCRETE	\$	

**CITY OF O'FALLON, MISSOURI**

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**Company Name:** \_\_\_\_\_

OTHER CHARGES:	
SHORT LOAD (4 yards or less)	<b>1 yd:</b> \$ _____ <b>2 yds:</b> \$ _____ <b>3 yds:</b> \$ _____ <b>4 yds:</b> \$ _____
WAITING TIME (BACK CHARGES FOR LATE DELIVERIES WILL BE EQUAL TO PROVIDERS CHARGES FOR WAIT TIME):  WHEN DOES WAIT TIME BEGIN?	\$ _____  _____
WINTER SERVICE (Air temperature below 32 degrees F) <ul style="list-style-type: none"> <li>• Please provide definition of "Winter Service" _____</li> <li>• If defined by Season or Dates please list: From: _____ To: _____</li> </ul>	\$ _____
MoDOT approved RETARDER	\$ _____
MoDOT approved NONCORROSIVE ACCELERATOR	\$ _____
SAME DAY ORDER FEE	\$ _____
SATURDAY CHARGE	\$ _____

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**CITY OF O'FALLON, MISSOURI**

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**Partial Depth Repair (PDR) Concrete Mix Specification:**

PDR Mix constituents:

- 800 lbs. EMPC approved Cement
- 280 lbs. of water
- 1,372 lbs. of coarse aggregate
- 1,372 lbs. of fine aggregate
- MoDOT approved Type A Water Reducing Agent
- MoDOT approved Air Entrainer

PDR Mix Specifications:

- Target water/cement ratio of 0.35
- 6.5% air +/- 1.5%
- Maximum 2 in. slump
- Fine aggregate (Sand)
  - Source material approved by EMPC
- Coarse Aggregate (Limestone)
  - Source material approved by EMPC
  - Gradation:
    - 100% passing the 3/8 in. sieve
    - 55% - 95% passing the #4 sieve
    - Not more than 5% shall pass the #50 sieve

**RENEWAL CLAUSE:**

In the event that the City of O'Fallon exercises its options to renew the contract for two (2) additional year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The bidder is cautioned that the percentages shall be computed against the ORIGINAL contract/unit prices during renewal periods. Furthermore, the Bidder is advised that the City does not automatically grant increases at the time of renewing the contract and that if an increase isn't requested, documentation of need must be provided at the time of renewal.

1<sup>st</sup> Renewal Period Maximum % Increase over Original Bid Price: \_\_\_\_\_ %

1<sup>st</sup> Renewal Period Maximum % Decrease over Original Bid Price: \_\_\_\_\_ %

2<sup>nd</sup> Renewal Period Maximum % Increase over Original Bid Price: \_\_\_\_\_ %

2<sup>nd</sup> Renewal Period Maximum % Decrease over Original Bid Price: \_\_\_\_\_ %





**CITY OF O'FALLON, MISSOURI**

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Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this invitation to bid and any subsequent award of contract. All terms, conditions and representations made in the invitation will become an integral part of the contract.

**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 based upon the total lump sum bid amount.

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, 20\_\_\_\_\_

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



**CITY OF O'FALLON, MISSOURI**  
**PURCHASING DEPARTMENT**  
100 North Main Street  
O'Fallon, MO 63366  
T: (636) 379-5527

**LATE BIDS CANNOT BE ACCEPTED!**



<b><u>SEALED BID</u></b>	
<b>INVITATION #:</b>	<b>23-008</b>
<b>OPENING DATE:</b>	<b>02/07/2023</b>
<b>OPENING TIME:</b>	<b>2:00 P.M. CST</b>
<b>DESCRIPTION:</b>	<b>READY MIX CONCRETE SUPPLIER</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!**