



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:	23-027	BID ISSUE DATE:	03/03/2023
BID DESCRIPTION:	REAR LOAD REFUSE TRUCK		
BID OPENING DATE:	03/16/2023	BID OPENING TIME:	3:00 P.M. CDT
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 03/08/2023</u> TO THE PURCHASING AGENT. QUESTIONS WILL ONLY BE ANSWERED BY END OF DAY ON 03/09/2023 VIA ADDENDUM. Addendum information is available over the Internet at www.ofallon.mo.us . 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: E-MAIL:	636.379.5527 cgrabin@ofallon.mo.us

BIDS MUST BE DELIVERED AND TIME STAMPED, PRIOR TO THE PUBLIC BID OPENING DATE AND TIME, TO:	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

CITY OF O'FALLON, MISSOURI

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.

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 under Bid Opportunities. This summary information will include bids that were delivered by the required bid opening date and time.

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.

CITY OF O'FALLON, MISSOURI

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.

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.

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

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

CITY OF O'FALLON, MISSOURI

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.

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

CITY OF O'FALLON, MISSOURI

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.

CITY OF O'FALLON, MISSOURI

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.

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.

SAFETY DATA SHEETS:

If applicable, contractor shall furnish Safety Data Sheets for their products upon award of Contract.

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.

CITY OF O'FALLON, MISSOURI

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

CITY OF O'FALLON, MISSOURI

SPECIAL CONDITIONS

DELIVERY REQUIREMENTS:

In this contract, time is of the essence. If applicable, 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 Tuesday – Friday, 7:00 a.m. - 4:00 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 (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.

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.

CITY OF O'FALLON, MISSOURI

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

**BID FORM
#23-027 REAR LOAD REFUSE TRUCK**

(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

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 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.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

State the number of years in business _____ State the current number of personnel on staff _____

CITY OF O'FALLON, MISSOURI

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____ 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

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.

SPECIFICATIONS

Rear Load Refuse Truck:

This bid is to furnish, deliver, and/or install for the City one (1) rear load refuse truck, FOB 1550 Progress West, O'Fallon, Missouri 63366. The City of O'Fallon is seeking bids for the purchase of one diesel powered cab & chassis to collect multiple waste streams. The following specifications are minimum requirements. Any deviation shall be noted and submitted in writing. It is the intent of these specifications to describe a rear load style 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.

The city's intent this year may be to purchase a pre-built Rear load truck that comes close to most specs indicated below. A quick delivery is important for this truck.

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 one (1) high compaction rear load refuse truck. (25 yard body)
- 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) 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).
- 7) All parts supplied by vendor for warranty repairs will be provided at no charge, including overnight shipping as needed.
- 8) 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)
- 9) Manuals:
 - a. Two manuals 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. Two manuals containing operating and service instructions for the unit and engine shall be delivered with each unit.
- 10) Trade Ins:
 - a) The City of O'Fallon Missouri has (1) Rear Load 25-yard Loadmaster with approximately 79,000 current miles that may be traded in.
- 11) 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.
- 12) Training:
 - a. The successful bidder shall provide up to eight (8) hours of training on use of the equipment and twenty-four (24) hours of training on maintenance of the equipment. Training is to be scheduled at the preference of the City.

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13) Drawing:

- a. Bidder is to provide a sketch or drawing of vehicle detailing completed body and chassis measurements.

14) Each bidder to provide at least two chassis make options.

15) Pre-Delivery Inspection:

- a. Bidder will be responsible for all costs associated with a pre-delivery inspection and tour of facility where refuse bodies are being built and mounted for up to (2) two City of O'Fallon employees. This would include transportation, lodging, meals any other costs associated with the pre-delivery inspection and tour.

Rear Load Refuse Collection Vehicle Cab & Chassis (Minimum Requirements):

General:

1. Conventional cab.
2. Black front bumper
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 (Tri-Plane style)
7. Cab exterior to be painted white
8. Single 90-gallon aluminum fuel tank (mounted on left side of chassis with fill opening located on far-right side of tank)
9. Air Horn (not roof mounted)
10. Pull down full length visor in cab

General: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Cab:

11. Engine tachometer provided
12. Engine hour meter provided
13. Gauges for: oil pressure, coolant temperature
14. Transmission oil temperature gauge and voltage
15. Hi-back air-ride driver's seat w/ fore-aft adjustment
16. 2 – person Passenger seat
17. AM/FM stereo radio installed **with Bluetooth**
18. Air conditioning integral with dash panel

Cab: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Engine:

19. Engines comparable to PACCAR PX-9 330@2000 GOV@2200 1000 lb/ft torque at 1400 RPM
20. Automatic safety shutdown protection with alarms
21. C-Brake by Jacobs
22. 160 amp alternator
23. Engine block heater, 110 volts, 1000-watt
24. Muffler with vertical exhaust stack
25. Aluminum muffler/tail pipe shields
26. Air intake warmer
27. Three group 31 12-volt MF batteries
28. 2100 total CCA
29. Battery cut-off switch at battery box

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The successful bidder shall supply features, which are regularly furnished as standard with this unit. The body shall conform in strength, quality of material and workmanship to that provided by the best manufacturing and engineering practices of the industry.

The bidder shall represent by his bid that all equipment bid is new and unused.

It is required that the unit, as specified herein, shall be completely assembled, painted, and ready for operation.

General:

- 54. Refuse body to be a minimum 25 cubic yards capacity, exclusive of the hopper.
- 55. Packer body capable of packing a minimum of 1,000 pounds per cubic yard based on average household refuse.
- 56. Packer body must meet all applicable ANSI Z-245.1 Safety standards.

General: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Body Construction:

- 57. The roof and side sheets are to be one piece, 11ga 80,000-PSI minimum yield strength steel throughout with no seams.
- 58. Roof and sides are to be joined together by a one-piece formed corner; 1/4" 50,000 PSI minimum yield strength steel.
- 59. Body sides and roof must be curved design.
- 60. The floor sheets shall have a thickness of 1/4" and be made out of 50,000-PSI minimum yield strength steel.
- 61. A side access door located at the left front corner of the body, at floor level, is to be provided. Opening is to be a min. 30" X 32.5". Door to incorporate latch and locking mechanisms.

Body Construction: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Ejection System:

- 62. Unloading by full ejection method only.
- 63. The ejection cylinder shall be telescopic consisting of multiple stages. A variable (adjustable) externally piloted resistance valve, which controls packing density and cylinder retraction, must be incorporated in the ejector panel/tailgate lift, two spool valve assembly. No portion of the ejection forces shall be directed toward the body floor (downward).
- 64. The telescopic ejection system hydraulic cylinder must angle upward from its front mounting location to avoid forces being directed into the floor. Telescopic ejection cylinders mounted downward or horizontally are not acceptable. The case end of the cylinder must be attached to the ejection panel with full style bearing housings for easy removal and be secured approximately half way up the panel to counter the tipping forces applied to the ejection panel by the tailgate packing mechanism.
- 65. The ejector panel face sheet is to be minimum 3/16" thick, 50,000-PSI steel. The panel must withstand the packing mechanism forces and the ejection of highly compacted refuse.
- 66. The ejector panel is to travel the full length of the body and be equal in area to the cross section area of the body.
- 67. The ejector panel must be designed to act as a bulkhead against which refuse is compressed and incorporate a "diamond-shaped deflector structure" which enhances compaction by directing material entering from the packing mechanism toward the upper corners of the body.
- 68. At no time may any portion of the ejector panel, when in its rearmost position, extend beyond the plane of the rear body opening.

Ejection System: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

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Tailgate:

- 69. The tailgate is to be top hinged to the body at the roofline utilizing cast steel hinges. It is to be raised for load ejection by two, 4" bore, single acting "RAM style" cylinders mounted on the outside of the tailgate. Cylinders shall contain a restricting mechanism to prevent rapid descent of the tailgate and be manufactured with chrome-plated rods for added durability.
- 70. The tailgate is held in the closed position by two double lead thread screw clamps, one on each side of the tailgate. Clamps are to be equipped with a fast spin handle.
- 71. Two tailgate props (one each side) externally mounted shall be furnished. Tailgate to be open in the propped position a minimum of 24".
- 72. An extruded rubber gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. Sealing must be effective up to a minimum of 49".
- 73. Bolt-on riding steps are to be provided on each side of the tailgate, and grab handles will be located in a convenient place for rider safety. The steps must be made of grip-strut open grate material. Step must comply with ANSI standards.
- 74. The tailgate shall be equipped with a "tailgate ajar" switch with an indicator light in the cab. The purpose of this light is to indicate to the driver that the tailgate is not completely closed. The "tailgate ajar" switch with light must comply with ANSI safety standards.
- 75. Tailgate top sheets are to be two-piece (for ease of removal no tools required) and secured by quick release type fasteners.
- 76. The tailgate-loading sill must be 5" below the chassis frame after mounting.

Tailgate: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Hopper:

- 77. Hopper floor is to be no less than 1/4" 100,000 PSI minimum yield strength steel.
- 78. The hopper sides to be no less than 1/4" 50,000 PSI minimum yield strength steel.
- 79. Inside hopper width is to be a minimum of 80".
- 80. The hopper capacity is to be a minimum of 3.5 cubic yards.
- 81. The total cycle time is not to exceed 24 seconds.

Hopper: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Packing Mechanism:

- 82. The packer faceplate is to be a minimum of 1/4" 80,000 PSI yield strength steel.
- 83. The carrier faceplate is to be a minimum of 3/16" 50,000 PSI yield strength steel.
- 84. Minimum two (2) double acting, single stage, induction hardened, cushioned, 5.5" bore, packer plate cylinders
- 85. The packer and carrier plate cylinders must be mounted inside the tailgate and all four cylinders must be interchangeable with each other.
- 86. The packing plate is to compact material into the body against the ejector panel and not into the forward portion of the hopper itself. Pre-crushing of material in the hopper is not acceptable.
- 87. When the packing mechanism reaches the interrupt position, the packer plate must stop approximately 16" above the loading sill to avoid a pinching action. The packing control handles must then be reactivated to complete the cycle. The packing control handles must be able to stop or reverse the packing mechanism at any position in the cycle.
- 88. The packing plate shall be protected from overload by an independent packer (load edge stress sensing) circuit relief valve located at the operating valve.

Packing Mechanism: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

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Hydraulic System:

- 89. The hydraulic pump is to maintain a consistent fluid flow rate. Pump to be driven through a transmission mounted PTO.
- 90. The capacity of the pump must not be rated at less than 42 gallons per minute at 1200 rpm.
- 91. A factory sealed relief valve is to be set at a maximum of 2300 PSI
- 92. There shall be an internally mounted 141-micron (100 mesh) suction strainer with built-in by-pass.
- 93. A 10 micron filter with a visual indicator to show when the filter is in a bypass mode must be supplied.
- 94. The hydraulic oil reservoir is to be mounted securely and have an oil sight gauge located for easy viewing.
- 95. The hydraulic oil reservoir to have a combination filler/breather cap with 10-micron air filtration.
- 96. The hydraulic oil reservoir shall supply adequate capacity to run all functions on the vehicle at a 15% grade.
- 97. The hydraulic system shall contain the following cylinders:
 - A. All cylinders to operate without direct contact with collected refuse.
 - B. All cylinder rods must be chrome plated to increase durability.
- 98. Hydraulic hose construction to be SAE approved with a burst pressure at least four times working pressure.
- 99. All hydraulic tubing to be zinc and yellow chromate plated.
- 100. A manually operated control valve assembly utilizing direct mounted handles for ejection and tailgate lift is to be provided. This valve is to be located at the left front corner of the body. The valve is to incorporate the main system relief valve.
- 101. At no time shall control handles be inaccessible due to chassis components or configurations.
- 102. For ease of access, the valve assembly is to be located at the right hand side of the tailgate. The hydraulic valve work ports must point upward for ease of service. Also, all hydraulic lines going to the main valve must be isolated by bulkhead style connections from all moving hydraulic lines.

Hydraulic System: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Controls:

- 103. The manually operated controls for the packing mechanism are to be located curbside at the rear of the tailgate. An automatic throttle advance must be provided. The dual lever controls must have the capability of stopping, starting, and reversing the packing mechanism. To avoid possible damage from rubbish, the dual lever control rods must be located outside the hopper.
- 104. A push-button switch that activates a buzzer in the cab is to be provided on both sides of the tailgate to signal the driver.
- 105. The tailgate lift and ejector controls, complete with a manually operated engine speed-up switch, are to be located at the left front corner of the body.
- 106. PTO/pump controls are to be mounted inside the cab.

Controls: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Electrical System:

- 107. All stop, directional, tail, backup and clearance lights are to be LED type, recessed mounted and watertight.
- 108. Mid-body turn signals are standard equipment.
- 109. Rear lights are integrated to upper and lower light box structures.
- 110. Back-up alarm & camera/color monitor is provided. (Pro Vision Brand only)
- 111. Limit switches are heavy duty, industrial type, water tight.
- 112. Wiring is color coded and numbered.
- 113. Circuit breakers are manually resettable in console.
- 114. Wiring conforms to: SAEJ1128
- 115. Electrical splices are welded and covered with shrinking tube, in certain places, splices are set and covered with a shrinking tube with epoxy sealant.
- 116. All electric wires are covered by a plastic shield.
- 117. Four (4) amber alternating flashing 4" LED lights
- 118. 6" strobe light mounted in center of tailgate
- 119. Two LED (2) work lights, one in the hopper and one right side post

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Electrical System: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Painting:

- 120. The truck is properly cleaned of all dirt and grease.
- 121. Body and hopper are steel grit-blasted.
- 122. One coat of urethane primer (DuPont) is applied.
- 123. The finish coat of urethane paint is: IMRON 5000 (DuPont) one color (determined by City)
- 124. Rust protection is to be applied to under body.
- 125. All replacement parts are to be painted to match including warranty parts.

Painting: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Mounting:

- 126. Mounting is to be done at the distributor of the body manufacturer.
- 127. Factory mounting to incorporate rear mounts, spring supported front mounts, with integral lateral restraints.
- 128. PTO shall be mounted to transmission and hydraulic pump is to be mounted directly to the PTO. NO driveline shall be used.

Mounting: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Overhead Reeving Cylinder:

- 129. A hydraulically powered container–lifting device shall be mounted to the body roof. The Reeving cylinder shall have a 12,000# lift capacity, and lift up to 10 yd. containers
- 130. A set of container latches and ears for securing the container while being dumped into the hopper shall be installed to the sides of the tailgate.
- 131. Adjustable container stop bar, top light guard and a cable roller guide assembly shall also be furnished.
- 132. Single lever control for the Reeving winch shall be mounted to the rear curbside of unit.

Overhead Reeving Cylinder: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Cart Tipper:

- 133. A Perkins Tuck-Away rotary actuated cart tipper shall be mounted to the passenger side of the hopper with control handle mounted in center of hopper. A 6220 series Tuck-Away tipper is the only model acceptable.

Cart Tipper: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Manuals:

- 134. Parts, service and operator’s manuals are supplied.

Manuals: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Lubrication:

- 135. All body hinges, cylinder rod ends, cylinder base trunnions, and pivot are supplied with grease fittings.
- 136. All packer grease fittings are easily accessible.
- 137. All grease fittings to be accessible from standing at ground level.
- 138. Hopper and sump door hinges are greasable.

Lubrication: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Warranty:

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- 139. Length of warranty on complete body, parts and labor is not less than 3-years.
- 140. 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
- 141. All paint to be warranted for 5 years from peeling, flaking and rust through.

Warranty: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

Certification:

- 142. All internal inspection documents such as intermediate inspection booklets made at the body manufacturer are available and filed for every vehicle.

Certification: _____ Meets All Bid Specs _____ Does Not Meet All Bid Specs

List any available extended warranty for body on separate sheet.

PRICING

Rear Load - New Unit Pricing:

Complete unit price (Each) \$ _____

Trade-In 2015 Peterbilt

Truck #864 Asset #600617 \$ _____

Net Bid Price for one (1) Rear Load \$ _____

Pre-built Rear Load - New Unit Pricing:

Complete unit price (Each) \$ _____

Trade-In 2015 Peterbilt

Truck #864 Asset #600617 \$ _____

Net Bid Price for one (1) Rear Load \$ _____

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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)

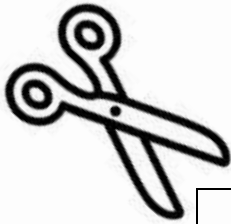
CORPORATE SEAL
(If available)

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and Sworn to before me this _____ day of _____ AD, 20_____

(Notary Public) My Commission Expires: _____

LATE BIDS CANNOT BE ACCEPTED!



<u>SEALED BID</u>	
INVITATION #:	23-027
OPENING DATE:	03/16/2023
OPENING TIME:	3:00 P.M. CDT
DESCRIPTION:	REAR LOAD REFUSE TRUCK
DATED MATERIAL-DELIVER IMMEDIATELY	

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!