



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:	23-028	BID ISSUE DATE:	02/24/2023
BID DESCRIPTION:	TANDEM AXLE DUMP TRUCK WITH FULL SNOW BUILD		
BID OPENING DATE:	03/08/2023	BID OPENING TIME:	2:15 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 03/02/2023</u> TO THE PURCHASING AGENT. QUESTIONS WILL ONLY BE ANSWERED BY END OF DAY ON 03/03/2022 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 enure to the benefit of the parties hereto and their respective successors and assigns.

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

END OF GENERAL CONDITIONS

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. - 2:00 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
#23-028 TANDEM AXLE DUMP TRUCK WITH FULL SNOW BUILD

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

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

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

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax ID #: _____ if no Federal Tax ID # list SS #: _____

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

CITY OF O'FALLON, MISSOURI

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the City in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

sole individual partnership joint venture
 corporation, incorporated under laws of City of _____

Date Business Established: _____

Dated: _____

Name of individual, all partners, or joint ventures:	Address of each:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show this name above in addition to legal names)

(If a corporation, show its name above)
ATTEST: (SEAL)

Secretary	Title
-----------	-------

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be included with this bid.

CITY OF O'FALLON, MISSOURI

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O'Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

My commission expires:

Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]

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.

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, MO is accepting sealed bids for one (1) 58,000 GVWR Tandem Axle Dump Truck **with full snow build.**

Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in this specification *are descriptive, not restrictive*. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. The City will determine in its sole discretion whether a product is acceptable as an equivalent.

All Electrical Modules or Auxiliary Power Distribution box must be protected and inside cab.
All body building electrical, must plug into the truck utilizing the connections that are available from the truck builder.

An alternate bid for hydraulic system or body build that may be included, and this price must be reflected as the additional or difference amount to the total bid. Any alternate offered should have like function, like capability, like weather resistance, and shall include one operator training class and one maintenance training class.

Vendor must give a minimum of 24 hours advance notice before delivery of an item. Delivery of an item will only be received between the hours of 7:00 a.m. to 2:00 p.m., Monday through Friday. Deliveries shall not be made on observed holidays. The City of O'Fallon will have five (5) business days after receipt of items to inspect the items for damage. Vendor will be responsible for all damage to the items received from transit/shipping.

Each delivered truck must comply with all State of Missouri and Federal vehicle weight, dimension, and safety requirements. Each delivered truck must be complete with all standard equipment, plus any optional or special equipment to meet the minimum specifications as stated herein.

All items not specifically listed in this specification, but necessary for proper and efficient operation of each delivered truck including all optional equipment, must be supplied and included in the bid price and listed on the "Exception Sheet". An example is the bracketry and fittings to be used on the reused plows and spreaders.

Each delivered truck must be fully operational, with all hydraulic and mechanical adjustments made prior to delivery. Each delivered truck must have ALL grease fittings on the chassis and Body Builder installed components properly lubricated.

Depending upon availability of the truck and build, the vendor shall sign an agreement with (either) a specific time period to complete, OR at a minimum, that the vendor will promptly place the City's order to achieve a favorable timeline of the build. The vendor will also communicate when the order was placed, estimated build times and any changes that may occur during the order and build process that will state.

The Total Truck Price shall include all systems as a completed truck with plow, spreader, and hydraulics, etc. Only the Total Truck Price will be read at bid opening however, due to cost separation throughout City departments, the awarded bidder must show a cost breakdown for the truck with dump body, plow, plow hitch, hydraulic system, spreader, and tire chains, that must equal Total Truck Price bid.

CITY OF O'FALLON, MISSOURI

Item #	Description	Conventional Cab		
		Meets	Exceeds	Not Available or does not meet spec
	GENERAL			
1	Medium Duty Conventional Cab Chassis for Dump and Snow Plow application. 58,000 # GVWR tandem axle dump truck. 123.9 CA or set to accommodate spec body.			
2	Tilt fiberglass hood			
3	Set Back Axle Configuration			
4	Stationary grill			
5	Cab color - Oxford White			
6	Wheel color - Oxford White			
7	Frame color - Solid Polyurethane Black (Dump Body Black)			
	ENGINE Cummins L9	Meets	Exceeds	Not Available or does not meet spec
8	Diesel Engine			
9	330 HP @ 2200 RPM or better			
10	1000 lbft @1200 RPM or better			
11	Air to air intercooler			
12	1000 watt or higher/ 115 vt block heater w/ receptacle under LH door			
13	Engine alarm system (oil, water, etc.)			
14	Electric grid air intake warmer			
15	20 minute idle shut down			
16	Electronic cruise control			
17	Heated fuel/ water separator and fuel filter in single assembly, w/ warning light			
18	Spin on fuel filter			
19	Combination full flow/ by-pass oil filter			
20	On board diagnostics			
21	Magnetic Drain Plug			
22	Engine mounted oil fill and check			
23	Electronic engine shutdown protection			
24	Engine remote interface connector back of cab			

CITY OF O'FALLON, MISSOURI

25	Dual element air filter with snow separation module			
26	Equipped with an expanded engine temperature effects			
27	Exhaust system shall be single horizontal DPF device, frame mounted on right side, under cab. No DPF allowed behind cab. The unit will have a vertical exhaust pipe mounted no farther than 2" behind the cab.			
28	DEF tank located on left side with standard DEF pump mount			
29	Automatic over the road regeneration and dash mounted regeneration switch.			
	TRANSMISSION	Meets	Exceeds	Not Available or does not meet spec
30	Allison 3000 RDS Automatic transmission with PTO provision. 5 th Gen.			
31	Push button two mode; [mode 1 is performance] [mode 2 is snow plow]			
32	Magnetic oil pan plug			
33	Electronic transmission access connector mount inside cab			
34	Water cooled transmission cooler			
35	Transmission oil check and fill w/ electronic oil level sensor			
36	Synthetic Transmission fluid			
	ELECTRICAL	Meets	Exceeds	Not Available or does not meet spec
37	Non-polish battery box			
38	Three maintenance free commercial batteries 12Vt mounted under cab			
39	Left intentionally blank			
40	Main panel circuit breakers w/ trip indicators			
41	Equipped with J560 seven way primary trailer receptacle mounted and a six round trailer receptacle at end of frame			
42	Equipped with a auxiliary lit (on) auxiliary switches. Truck company and body builder will utilize only auxiliary switches. Switches shall be etch marked with the item that it controls (not label tape) as to see the switch is turned on.			
43	Left intentionally blank			

CITY OF O'FALLON, MISSOURI

44	Equipped with wiring a switch for auxiliary snow plow head lights. Plow light switch can be wired into the auxiliary switching and etch marked (not label tape). But preferred wiring to control console.			
45	12 vt 160 amp minimum low turn on speed alternator system			
46	Work lights switch will be wired into the auxiliary switching and etch marked (not label tape).			
	CHASSIS	Meets	Exceeds	Not Available or does not meet spec
47	Cab to axle length shall be set at 123.9 or Wheel Base will be set to accommodate the following: 1. 10' plow like or similar to Viking MW36R10 2. Wing Plow 3. Must have integral frame extension 4. Conventional Cab 5. Set back Axles 6. 15' Western style bed 6. Body items added should not extend the wheel base			
48	Heat treated single frame rails of 120 KSI.			
49	Swept back bumpers constructed of steel			
50	To be configured with tow provision and electric trailer provision with air lines			
51	All fasteners to frame will be grade 8			
	FRONT AXLE AND SUSPENSION	Meets	Exceeds	Not Available or does not meet spec
52	Set back configuration			
53	Meritor 18,000 # or larger front axle w/ spider cam front brakes, double anchored			
54	Parabolic, taper leaf spring with shock absorbers			
55	Graphite Bronze bushings w/ seals			
56	Vented hub caps w/ window			
57	Oil center and side plugs			
58	Meritor auto front slack adjusters			
	REAR AXLE AND SUSPENSION	Meets	Exceeds	Not Available or does not meet spec
59	Meritor 40,000# Tandem rear axle 5.29 gear ratio with differential lock. Diff lock switch will be wired into the auxiliary switching and etch marked (not label tape). Like Hendrickson HMX			

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	EX400. 54" spacing, rubber springs, transverse Torque rods.			
60	Magnetic Drain Plug			
	BRAKE SYSTEM	Meets	Exceeds	Not Available or does not meet spec
61	Dual air brakes w/ air dryer			
62	Pull cable on wet tank/ Pet cock on other tank(s)			
63	All non-asbestos brake linings			
64	Cast iron brake drums			
65	Front and rear dust shields			
66	(2) air gauges located on instrument panel			
67	Park brake valve located on instrument panel			
68	Front and rear automatic slack adjusters			
69	Full ABS system			
70	Front brakes shall be 16.5" X 5.0" w/ 20" chambers or best to accommodate 58,000 GVWR dump truck			
71	Rear brakes shall be 16.5' X 7.0" w/ long stroke and heavy-duty spring actuated park brakes or best to accommodate 58,000 GVWR dump truck			
72	Air Compressor shall be of 18.7 CFM or greater or best to accommodate 58,000 GVWR dump truck			
73	Electric horn warning for park brake not set w/ out door open and key in ignition			
74	Air connection at end of frame w/ glad hands			
	TIRES AND RIMS	Meets	Exceeds	Not Available or does not meet spec
75	Front steer 315/ 80R 22.5 Load Range L			
76	Rear 11R 22.5 Load Range G. Traction tread			
	CAB	Meets	Exceeds	Not Available or does not meet spec
77	Gray interior			
78	Adjustable tilt and telescoping steer wheel			
79	Molded door panel			
80	Black mats w/ single insulation			

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81	Forward roof mounted console w/ upper storage and 2 way radio wire effects.			
82	Premium cab insulation			
83	Door dome activated LH/ RH. Dual read lights, forward cab roof			
84	12vt power supply in dash			
85	Flush mounted LED clearance markers			
86	Halogen headlights			
87	Black Floor coverings			
88	Left intentionally blank			
89	Power windows and door locks			
90	Heated windshield			
91	Pillar mounted interior grab handles			
92	Two steps per door: Stainless Steel			
93	Gauge Cluster: Electronic engine oil pressure, water temp, fuel, tach, voltmeter, washer fluid gauge, odometer display, transmission oil temp gauge, air tank gauges, OBD display, road speed wire coiled under the instrument panel for customer use			
94	Warning system that consist of; low fuel, low oil pressure, high engine coolant temp, low voltage, low air light and buzzer			
95	Driver seat to be an air suspension, vinyl, mechanical lumber support. Dual driver seat armrest			
96	Passenger seat to be air suspension, vinyl, mechanical lumber support. Single left side armrest			
97	OBD interface connector below dash			
98	Both seats orange 3pt seat belt			
99	LH/ RH Heated mirrors w/ door mounted remote			
100	LH/ RH Convex mount under primary mirrors			
101	Air conditioner w/ integral heat and defrost			
102	Air filter for HVAC			
103	Driver storage pocket			
104	AM/ FM Radio			

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105	Driver/ Passenger sun visor			
106	Air cab suspension			
107	DPF override switch			
108	Single motor intermittent wipers			
109	Wipers go to slow position when park brake engaged, headlights on when wiper engaged			
110	Aluminum 70 gallon fuel tank mounted under cab with stainless steel straps			
111	Two electric horns			
112	One air horn mounted under LH deck			
113	LH/ RH grab handles at outside exit/ enter			
114	Fiberglass hood			
115	Doors locks and ignition keyed alike			
	Body builder -A Copy of the complete bid specs must be sent to the bed company to assure compliance by both companies of the bid.	Meets	Exceeds	Not Available or does not meet spec
	COLOR - All surfaces are high pressure cleaned and phosphate			
116	Frame - Solid Poly Black			
117	Dump Body –Gloss Black Epoxy Auto Paint			
118	Front and rear tow hooks – Gloss Black Paint			
119	Electric brake controller capable of operating minimum 4 wheel brakes. Wired to both 6 and 7 pole trailer receptacle.			
120	Road and ambient air sensor; should display in electronic controls or professionally installed on dash.			
121	Tire chains - Automatic tire chains are installed and wired through truck wire harness. A. Tire Chain switch will be wired into the auxiliary switching and etch marked (not label tape). b. Tire chain airline shall have a quick disconnect and cover after the T connector at the end of the truck to facilitate easy removal. Quick disconnect supply line should not hang below frame when disconnected. C. Tire chain mount at rear axle with quick disconnect or equivalent.			
122	Back up alarm to be installed			

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123	Undercoating will be done the entire length of the truck frame and underside of dump body			
124	Frame mounted RH Stainless Steel Tool Box. 18"W X 14" Deep X 16" H or best fitment.			
	DUMP BODY	Meets	Exceeds	Not Available or does not meet spec
125	16'X7'			
126	Body will be a Western style w/ out cross members and vertical braces. The longsills shall be one piece 1/4" Corten Steel, with baffles and drain holes in rear. No splices will be accepted. The body must be square cornered to accommodate all type spreaders.			
127	Installed oak board to fit side board provision			
128	The side shall be 36" tall and the tailgate will be 42" tall with provisions for side boards. Corner Post shall be Corten and able to receive a "flush mounted tailgate".			
129	AR 400 or equivalent: a. Floor will be 1/4" AR450 one piece fully welded and formed into the sides. b. Tailgate will be 1/4" AR400 and flush mounted			
130	18" Deep, full width, 3/16" Corten cab shield shall be welded to the front of the body			
131	3/16" X 10" Corten asphalt lip will be bolted on to the rear			
132	Rear hinge pin shall be 2" and fashioned to allow grease to reach all portions of the pins surface. The hinge blocks will be minimum 2 1/2" wide X 6" long			
133	Tailgate cross shaft shall be supported at each end with bushings that can be greased from the from the outside of the body. One end of the shaft shall be designed to extend beyond the corner post accept and adjustable wrench for manual back up should system fail. Tail gate open/ close switch will be wired into the auxiliary switching and etch marked (not label tape).			
134	D rings will be placed at top right and left of tailgate for easy chain lifting. Double Acting tailgate will be flush with floor when opened and flush with side post and floor when closed as to not block view of lighting or camera			
135	4 Spreader ratchet straps mounted to outside wall of bed to secure spreader			
136	Body props for working under body with body in up position.			
	DUMP BODY ACCESSORIES	Meets	Exceeds	Not Available or does not meet spec

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137	<p>The body shall have all required DOT lights and reflectors. All Lights shall be LED. The Body shall have amber LED (Whelen series 400 or equivalent) warning lights with alley take down lights one mounted in a stainless steel housing in each of the front cab shield on a 45 degree angle for a 180 degree visibility. No Rubber grommet lights will be accepted. Rear stop/tail, backup, amber warning LED lights (Whelen series 400 or equivalent) mounted in a stainless steel 3 light box welded in each rear corner post. TIR-3 side flasher included with rear light box. No rubber grommet lights will be accepted. No splices between lights and truck connectors will be accepted. Amber warning lights to be wired into the auxiliary switching and marked "Warning lights" and wired to dim warning lights for night operations. Alley lights to be wired to separate auxiliary switched and marked "take down".</p> <p>Any light boxes or added accessory boxes used will be stainless steel .</p>			
138	<p>Front mud flaps to be plain rubber with anti sail brackets. Rear mud flaps will be ½" thick plain and bolted to stainless steel piano hinge style bracket.. Back up alarm and all standard equipment.</p>			
139	<p>Equipped and shielded Heavy Duty electric tarp system that can be controlled from the cab. Tarp system shall not hang lower than bottom of bed. Tarp switch will be wired into the auxiliary switching and etch marked (not label tape). Tarp electrical hook up will be located inside cab. Must mitigate issues with corroding electrical.</p>			
140	<p>Literature on bed, lights, and electric tarp system must accompany bid.</p>			
141	<p>Left intentionally blank</p>			
142	<p>Dump body shall include a DC Dump Vibrator with a minimum 3,000 # force, installed and wired. A safety cable will be installed on the vibrator. Vibrator switch will be wired into the auxiliary switching and etch marked (not label tape).</p>			
143	<p>Dump body shall include full length serrated walk rails on both sides.</p>			
144	<p>Bed will have Conspicuity Striping applied on lower rub rail or body and around tailgate middle perimeter</p>			
145	<p>Dump body will have a stow away ladder on both sides placed towards the front of the dump bed on equal and opposite sides or where can be practically placed. There shall be corresponding grab handles on each side.</p>			
146	<p>A bullet style camera (like ECCO brand EC2015-C) will be installed in area for good</p>			

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	visibility for back up and for trailer back up view and will be inset into the body for protection. Flush mounted tailgate will allow for full 120 degree view. A monitor screen (like ECCO brand EC7000-QM) will be mounted in the cab of truck, on the hydraulic controller as to not impair dash or windshield vision. System will be set to automatically display in reverse and to display manually in drive. Water tight cabling (like ECCO ECTC10-4) used to complete the system. The camera monitor should not dictate hydraulic controls.			
	PINTLE	Meets	Exceeds	Not Available or does not meet spec
147	45 ton capacity pintle hook installed on a 3/4" pintle plate using Grade 8 bolts w/ adjustable pintle, B-50 D-rings and air glad-hands.			
148	Equipped with J560 seven way primary trailer receptacle mounted and a six round trailer receptacle at end of frame			
	CLOSED LOOP HYDRAULICS TO RUN PLOW, PLOW BALANCE, WING PLOW, SPREADER, ANTI-ICE, and ELECRIC PREWET	Meets	Exceeds	Not Available or does not meet spec
149	The following specifications are not all inclusive. The City is relying on the engineering of the vendor to ensure proper fitment, reservoir sizing, pressures, valving, hose sizing, end item control, heat control, what material items are made from, and longevity of the system, based on the hydraulic applications. It is the bidder's responsibility to ensure that all hydraulic components of the trucks run seamlessly with exceptional quality and performance. The hydraulic system must support the specified/ offered plow, plow balance, the wing plow, the spreader, electric prewet, hoist and an anti-ice 3 lane system. Per the spec, this truck will have an Allison 3000 RDS with PTO provision. It is the vendors responsibility to ensure proper fitment, if a different truck, engine, transmission/ PTO provision is offered. The PTO will be utilized for the hydraulic portion of the specification. These are the specifications the City requires: a. Closed loop hydraulic system, b. Transmission PTO mount with load sensing type piston pump with bleed down. The piston hydraulic pump will be direct flange mounted to a hot shift, wet spline, and auto shutdown for low oil or hot oil conditions, Chelsea PTO or equivalent. c. Quick disconnects for hydraulics (Aero Quip 45) and electrical will have dust covers. This includes end items such as the spreader, plow, wing plow, etc.			

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	<p>d. All hydraulic and electrical will be quick disconnect and end on the street side of bed. All hydraulic and electrical connection will be permanently identified with a stamp label or a tag stamp that cannot be removed.</p> <p>e. Electrical connections are IP68 rated.</p> <p>f. Reservoir will be constructed of stainless steel with sight gauge and fill tube accessible without removing anything or obstructions. As an integral part of the reservoir, there shall be an area for mounting of the hydraulic stack valve. Reservoir must be of template style for bulkhead “through” mounting of the valve and be completely free from internal tubing or hoses from the work ports and inlet of the valve. Valves must have easy access be removable as a unit with template. for service and accessibility. The reservoir capacity shall hold enough hydraulic fluid to ensure full function, heat control and longevity.</p> <p>g. The plow shall have plow balance and cushion valve. Plow hydraulic hoses shall be positioned individually on bumper, left of the plow hitch</p> <p>h. The City is looking for a controller, like or equivalent to the Certified Power three joystick MDC with Freedom 2.2, to ensure we can have anti-ice 3 lane control as well as other hydraulic components listed: This will control the dump hoist, plow, plow balance, and the wing plow along with spreader, spinner control, chain control (ground speed control) and 3 lane anti-ice. If the MDC with Freedom 2.2 cannot control all applications, only then, will an XDS controller (or equivalent) be acceptable. The controller will be set up in the center cab and have comfortable access for the operator.</p>			
	HOIST	Meets	Exceeds	Not Available or does not meet spec
150	The hoist shall be a double acting trunion mounted headlift design using nitrated cylinder w/ two (2) year seal warranty. The doghouse for the cylinder shall not extend more than 12" in the floor length. Shall have greasable clamps and greasable hinges.			
151	The unit shall have an electronic low hydraulic fluid sensor in the tank in case of a hydraulic leak in the system.			
152	Intentionally left blank.			
	WIRING SPECIFICATIONS	Meets	Exceeds	Not Available or does not meet spec

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153	Connectors and harness should be rate tested for temperature, water tightness, and corrosion resistance.			
154	Cabling should be rated excellent in low temperature, flexibility and resistance to oxidization, heat, oil, weather, sun, ozone, abrasion, electrical priorities, flame, water, acid, alkali, gasoline, benzol, toluol, degreaser solvents, alcohol, and weld slag.			
155	All cabling for the hydraulic system and pre-wet system must be this style. Component Technology TPE Yellow Jacket Cables or equivalent.			
156	All cable and hose retaining devices shall be stainless steel			
	PLOW, PLOW HITCH, PLOW LIGHTS	Meets	Exceeds	Not Available or does not meet spec
157	Plow hitch will be a drop bar design like Viking-Cives single lug swivel hitch or equivalent. The installation of the hitch shall allow for full tilting of the hood w/out coming in contact with the hitch			
158	The hitch shall be designed to transfer the plowing forces directly the truck frame.			
159	All welds on hitch to be continuously welded			
160	A series of holes in the extendable portion will allow the adjustment of the length of the lift arm			
160	Front Plow lights (auxiliary) shall be LED in a heated housing			
162	Auxiliary headlights shall not obstruct the driver's vision, and be mounted approximately 64" from ground level, and at approximately the same width apart as truck's headlight			
163	Auxiliary headlights shall be secured to a fender mounted, 3 point assembly bracket or fender bracket. Bracket and mounting parts shall be stainless steel and secured with stainless steel locknuts			
164	Reinforced rubber washers or grommets shall insulate the bracket to the hood. Fasteners attaching the bracket to the hood shall be insulated from the hood by a 2 inch minimum diameter rubber washer or grommet and a 2 inch minimum diameter plated washer.			
165	Drill holes to accommodate wire size			
166	Auxiliary headlight light switch will be wired into the control console and etch marked (not label tape).			
167	Plow shall be a reversible, 10' long and 36" high a Viking Cives Reversible MW36R10 or equivalent.			

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168	with a plow jack or equivalent support to support for storage.			
169	will include carbide blade cutting edge, 12" channel bumpers, plow markers, rubber deflector.			
170	Plow hydraulic hoses shall be positioned individually on bumper, left of the plow hitch.			
170	Plow balance valve: A plow balance valve w/ on & off must be incorporated in the plow lift circuit by dealer at the time of installation. Valve to be designed to offset a specific plow weight when activated. Must not alter the operation of any hyd function. All normal operations of plow function must be maintained w/ out additional tasks. Plow balance system must be able to hold plow in the up position indefinitely.			
172	Plow Trip mechanism must be designed with at least dual compression			
173	Minimum weight of plow will be 1500 lbs.			
	Wing Plow	Meets	Exceeds	Not Available or does not meet spec
173	8' Wing Plow with anti bleed off valve: Double acting Right side mid mount MW025 Viking Cives Patrol Wing or equivalent.			
175	LED Spot Light to be place on body directed at wing plow with a switch in cab the controls the light only.			
	SPREADER: The spreader size may be reduced for fitment of dump body.	Meets	Exceeds	Not Available or does not meet spec
176	16' skid mounted hydraulic driven, drag chain, spinner, and ELECTRIC prewet.			
177	Spreader shall be capable of spreading uniformly all types of granular materials: salt, cinders, chemicals, abrasives, and mixtures of these up to 40'.			
178	Spreader spot light mounted low and to rear of spreader on chute or close to chute to cast light on spinner/ salt operations. Light switch will be wired into the auxiliary switching and etch marked (not label tape).			
179	All Stainless steel construction, minimum 201 stainless. All stainless steel welds, unpainted, all fasteners stainless steel,			
180	All hydraulic fittings shall be steel hydraulic grade fittings. No Iron, no galvanized.			
181	All greasable fitting shall be greased by remote grease centrally located to where the operator can grease accessible on the ground while spreader is in truck. All grease fitting shall be hydraulic grade fitting, all grease hoses rated to 3000 PSI.			

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182	56" high and 78" wide at top. Sloped at 45 degree angle, rear and front wall 15 degree slope.			
183	Four section top grate screen that have Approx.. 2 1/2" X 2 1/2" grid.			
184	Four 10 gauge stainless steel tie down brackets with the placement complying with the western dump body. A 10 gauge stainless steel lift hook/ bracket shall be installed at each upper corner for ease of handling.			
185	Two side mounted 135 gallon polyethylene reservoir tanks, one per side shall be provided. Minimum 3" top fill with splash proof vent and 3/4" suction port molded into tank. Both tanks are plumbed together with 1 1/2' ID hose and tee located at the left corner of spreader.			
186	Conveyor box and floor shall be 7 gauge stainless. The chain shall be heavy duty pintle chain, drives D667X or equivalent. Chain tensioner shall be screw type, spring loaded, on the front idler shaft. A rear belt bar wiper will be provided, Front shaft bearing shall have grease lines plumbed (remote as stated above). 8 tooth idler sprockets.			
187	Discharge gate shall open 11" high X 20" wide. Greasable screw jack that can be operated on ground. Gate and track shall be 7 gauge stainless. The gate shall have adjustable stops			
188	The entire chute and spinner assem shall be made of a minimum 12 gauge stainless. The drop chute shall bolt to long sills. Chute shall be fully enclosed and include adjustable deflectors at the bottom. The bottom of the chute shall have a hood w/ operator adjustable material deflectors installed on each side and rear of the chute. A 20" poly spinner disk shall be height adjustable and set at 18" above ground			
189	All hyd hoses rated at 3000 PSI. Hose will be routed and any possible wear points reinforced. All hoses will be of length for ease of installation and removal of hoses from truck.			
190	4 point strap system that works with bed			
191	Stainless tailgate lock bar			
192	A galvanized spreader stand shall be permanently mounted to the full length of the spreader. The stand shall be 72' – 76' wide, Stand rear configuration should protect spinner, all pivot points greasable, Guide casters on stand and stand shall be self centering to prevent damage to saddle tanks during installation.			
193	Flashing Amber LED strobe placed on rear wall and centered. LED spot light mounted on			

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	chute region to see spinner, salt discharge and ground.			
194	Spreader light switches (one spreader spot, and one spreader strobe) will be wired into the auxiliary switching and etch marked (not label tape).			
195	Spreader cannot shift side to side in bed of truck			
	Operator and Maintenance Training	Meets	Exceeds	Not Available or does not meet spec
196	If different hydraulic systems are awarded, operator training will be provided on all systems of truck: Plow, Spreader, Pre-wet, Hoist, all hydraulic functions , lights, and truck capabilities within 2 weeks of delivery to City.			
Manuals and Service Publications/ Software				
	Operator Manuals	Meets	Exceeds	Not Available or does not meet spec
197	All Publications must be bound into manuals or installed in binders when delivered to City; boxed, shrink wrapped or otherwise unbound loose pages are not acceptable			
198	A complete set of operator manuals shall be furnished w/ each completed truck for all systems as follows: Chassis, engine, transmission, and all OEM installed components.			
199	A complete set of operator manuals for all body builder installed components shall be provided with each completed truck.			
	Service Manuals- Chassis	Meets	Exceeds	Not Available or does not meet spec
200	All Service Manuals must be bound into manuals or installed in binders when delivered to City; boxed, shrink wrapped or otherwise unbound loose pages are not acceptable			
201	Service Manuals are to include diagnostic and repair procedures for all OEM installed components including but not limited to, chassis, engine, electronic engine controls, fuel system, emission system, electrical systems, including all controllers, transmission, axles, and HVAC.			
202	Service Manuals are to include diagnostic and repair procedures for hydraulic system purchased.			
203	Furnish Detailed Wiring Schematic for all body building electrical installation.			
204	Furnish Detailed Wiring and Hydraulic Schematic for all hydraulics installed.			
	WARRANTY	Meets	Exceeds	Not Available or does not meet spec

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205	Three year, 36,000 mile full warranty on entire unit (bumper to bumper) minimum. Include documentation that details the full warranty provided.			
206	Have a warranty the covers engine, engine electronics, including injectors for five years, 80,000 mile, or 2880 hours minimum. Include documentation that details the full warranty provided.			
207	Three year unlimited warranty on transmission. Include documentation that details the full warranty provided.			
208	One year warranty on electric motor for tarp. Include documentation that details the full warranty provided.			
209	List seal warranty on hoist cylinder			
210	List all warranties on items not requested that have warranties. Include documentation that details the full warranty provided.			

Hitch Style



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Brine tank that this Tandem may use





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All answers of "**Exceeds**" or "**Not Available**" or "**does not meet spec**" shall be explained on the *Exception Sheet* included in this packet. Cite the corresponding item number of the feature involved.

Year, Make, and Model of Conventional Cab and Chassis offered:	
Make and Model of Dump Body offered:	
Make and Model of Hydraulics/ Controls offered:	
Make and Model of Spreader offered:	
Make and Model of Plow offered:	
Make and Model Wing Plow offered	

Estimated delivery time from date of order: _____ days

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PRICING

Company Name: _____

The bid is scheduled to be awarded within three weeks of opening. The City of O'Fallon will specify the order date. Please take this into consideration when submitting your bid.

The bid must include delivery of truck to the following facility:

City of O'Fallon, MO
Fleet Department
1051 Public Works Drive
O'Fallon, MO 63366

One (1) 58,000 GVWR Tandem Axle Dump Truck with snow build.

Year	Description	Quantity	Unit of Measure	Unit Price
	Complete Conventional Cab Dump Truck	1	Each	\$
	Hydraulics	1	Assembly	\$
	Plow with Hitch	1	Each	\$
	Wing Plow w/ Mount	1	Each	\$
	Spreader w/ prewet	1	Each	\$
	Snow Chains	1	Assembly	\$
	TOTAL PRICE OF COMPLETED TRUCK TO BE READ AT BID OPENING	1	Complete	\$

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Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (*attach additional sheets as needed*):

Item #	Brief Explanation

Date: _____

Print Name: _____

Signature: _____

Title: _____

Company: _____

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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 #:	23-028
OPENING DATE:	03/08/2023
OPENING TIME:	2:15 P.M. CST
DESCRIPTION:	TANDEM AXLE DUMP TRUCK WITH FULL SNOW BUILD
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!