



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: | 25-011 | BID ISSUE DATE: | 01/31/2025 |
| BID DESCRIPTION: | FIRE HYDRANTS AND ACCESSORIES | | |
| BID OPENING DATE: | 02/13/2025 | BID OPENING TIME: | 2:30 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 FINANCE 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 irregularities.

| | | |
|--|---------------------------------------|--|
| QUESTIONS SHOULD BE SUBMITTED IN WRITING VIA E-MAIL BY 12:00 P.M. ON <u>02/05/2025</u> TO THE PURCHASING AGENT. QUESTIONS WILL ONLY BE ANSWERED BY END OF DAY ON 02/07/2025 VIA ADDENDUM. Addendum information is available over the Internet at www.ofallonmo.gov . 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@ofallonmo.gov |

| | |
|--|---|
| 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 |
|--|---|

| | |
|---------------------|--|
| 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.

BONDS:

No bonds are required to be submitted with this bid.

CONTRACT AWARD INFORMATION:

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

Response summaries will be available at www.ofallonmo.gov under Bid Opportunities. This summary of 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

CITY OF O'FALLON, MISSOURI

8) Any and all addenda to the foregoing

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

DEVIATIONS AND EXCEPTIONS:

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

EXAMINATION BY BIDDER:

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

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

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

FACSIMILE/E-MAIL TRANSMITTALS:

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

INDEMNITY:

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

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

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

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

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@ofallonmo.gov

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

PREPARATION OF BIDS:

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

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.

SAFETY DATA SHEETS:

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

F.O.B.:

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

HOLDING OF BIDS:

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

LAW GOVERNING:

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

LIENS, CLAIMS, AND ENCUMBRANCES:

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

MISCELLANEOUS REQUIREMENTS:

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

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

NON-DISCRIMINATING:

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

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

E-VERIFY:

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

NON-EXCLUSIVITY:

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

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. 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 to 720 Sheppard Drive, O'Fallon, MO 63366, between the hours of 7:00 a.m. and 3:00 p.m. Please contact City Staff ahead of delivery Scott Brennan 636-379-7501.

Due to the current supply chain issues and material costs, each bid item might have a different delivery date; therefore, a column has been added to the bid for the bidder to enter the estimated timeframe for each item to be delivered once ordered.

PRICING:

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

Due to the current supply chain issues and material costs, if the price cannot be confirmed for one year, provide a timeframe for which the price can be confirmed.

RENEWAL & EXTENSION:

Due to the current supply chain issues and material costs, no renewal costs or extensions are being accepted.

END OF SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

WORKER'S COMPENSATION INSURANCE:

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

Commercial General Liability Insurance:

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

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

Commercial Automobile Liability Insurance:

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

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

CHANGES IN INSURANCE COVERAGE:

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

INDEMNITY:

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

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

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

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

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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
25-011 FIRE HYDRANTS AND ACCESSORIES**

(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

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 State 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

REFERENCES

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

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

| | |
|--------------------------|--|
| COMPANY NAME: | |
| ADDRESS: | |
| | |
| | |
| CONTACT PERSON: | |
| TELEPHONE NUMBER: | |

| | |
|--------------------------|--|
| COMPANY NAME: | |
| ADDRESS: | |
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| CONTACT PERSON: | |
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| COMPANY NAME: | |
| ADDRESS: | |
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| CONTACT PERSON: | |
| TELEPHONE NUMBER: | |

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|--------------------------|--|
| 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 #: _____

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

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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

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

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

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

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

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

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

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

(attach an additional sheet if necessary)

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

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

CERTIFICATION

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

CITY OF O'FALLON, MISSOURI

SPECIFICATIONS

Company Name: _____

The City of O'Fallon Water Main Replacement Crew is soliciting bids for the following fire hydrants and accessories. Items are to be delivered to the Water Main Replacement Crew's storage yard located at 720 Sheppard Drive, O'Fallon, MO 63366.

Only those items specified herein may be furnished. Any substitution of material will require prior written approval by the City. The Supplier shall provide bid pricing for the estimated quantities for items shown on the Bid Form.

These supplies will be ordered all at once and delivered to the City of O'Fallon Water Division. In the event an item is needed after normal business hours, the successful bidder will provide 24/7 emergency contact information and must be able to provide required part within two (2) hours of initial contact. Quantities listed are estimates and may vary. The City reserves the right to increase and/or decrease the quantities.

It is the intent of the City to enter into a single contract however, multiple contracts may be awarded if the City deems it in their best interest to do so.

EMERGENCY CONTACT INFORMATION:

| | |
|---------------|--|
| Name: | |
| Phone Number: | |

PRICE:

Bid prices must be net and must include all transportation and handling charges, fully prepaid by the Supplier to the City. Bid Prices must be in both net and total pricing on the Bid Form. Unit price will be the correct price should there be any discrepancy between unit and total pricing. To request the pricing pages in Microsoft Word format, please contact the Purchasing Office at (636) 379-5527. All invoice terms shall be net 30 days unless a payment discount is extended.

REPLACEMENT AND REJECTIONS:

Product found to be broken, defective, or otherwise unacceptable shall be reported to the Supplier for replacement. Replacements shall be received within five (5) working days after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery shall be rejected and Supplier shall immediately initiate replacement.

WARRANTY:

All material and workmanship herein specified including all equipment/material furnished by the successful bidder shall be unconditionally guaranteed to be free from defective material or workmanship for the manufacturer's standard warranty period. Supplier will be required to furnish and install all parts and pay any additional expense to repair any City owned equipment that becomes damaged due to defective workmanship, equipment or material provided by the Supplier during this period, at no additional cost to the City of O'Fallon.

BIDDER'S UNDERSTANDING:

The successful bidder understands the following:

CITY OF O'FALLON, MISSOURI

The City of O'Fallon will place orders for delivery of the supplies at the same time and the City does not guarantee the purchase of any specific quantity of product during the initial contract period.

PIPE:

A. **Copper Tube:** Copper tubing shall be Type K meeting the requirements of Federal Specification WW-T 7996 and conforming to ASTM B-75, B-88 and B-68 as they apply to Type K Copper Tubing.

B. **Ductile Iron Pipe (4-inch to 16-inch):** Ductile iron pipe used for exterior piping shall be manufactured in accordance with the latest revision of AWWA/ANSI C151/A21.51. Ductile Iron pipe shall be Class 52, centrifugally cast, double cement lined in accordance with AWWA/ANSI C104/A21.4, push-on joint or mechanical joint type, unless otherwise specified on the Drawings. Ductile iron pipe shall be supplied in 18-20 foot lengths with factory applied bituminous coatings in accordance with AWWA C151.

C. **PVC Pipe and Fittings:** Polyvinyl chloride (PVC) pipe and fittings shall be blue or white unplasticized PVC plastic pressure pipe with integral bell and spigot joints for the conveyance of water. This pipe shall meet the requirements of AWWA Standard C900, "Polyvinyl Chloride (PVC) Water Distribution Pipe" and shall be manufactured by North American Specialty Products, J-M Manufacturing Company, Harvel Plastics Inc., or equal. All pipe shall be suitable for use as pressure conduit. The bell shall consist of an integral wall section with a factory installed, solid cross-section elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139. Pipe shall be DR18, and pressure rating shall be a minimum of 235 pounds per square inch (PSI). All bolts, nuts, washers, and other fastening devices shall be designed for use in corrosive service environments. All fastening devices shall be Type 316 stainless steel and conform to ASTM F 593 and ASTM F 594 standards. All nuts and bolts shall be installed with an anti-seize compound of molybdenum disulfite base. All PVC pipe must have 12-gauge tracer wire installed below the pipe and warning tape installed 1-foot above the pipe during installation.

GATE VALVES, FITTINGS, and STOPS:

A. **Fittings:** Pipe fittings shall be ductile iron, cement lined fittings. All fittings, except those associated with the flange pipe systems, shall have mechanical joints. The fittings shall be designed in accordance with the latest revision of AWWA/ANSI C153/A21.53 or AWWA/ANSI C110/A21.10, ductile iron and rated for 350 PSI working pressure for 3-inch through 24-inch diameter (250 PSI working pressure; 30-inch through 48-inch). All exterior fittings are to be bituminous coated, cement lined and seal-coated as previously specified for ductile iron pipe.

B. **Accessories:** Accessories such as gaskets, glands, bolts, nuts, etc., shall be designed in accordance with AWWA/ANSI C-111/A21.11 and shall be furnished as required to make all piping systems complete.

C. **Gate valves:** Gate valves shall be manufactured in accordance with the latest revision of ANSI/AWWA C-515. Gate valves shall be OPEN LEFT (COUNTER-CLOCKWISE), mechanical joint, resilient wedge, non-rising stem type, designed for minimum 250-PSI working pressure. Gate valves shall meet or exceed requirements AWWA C-515 of latest revision, shall be UL listed and FM approved. The valves shall be manufactured of high-strength ductile iron with a wall thickness meeting or exceeding the requirements of AWWA C-515. The wedge shall be ductile iron, gray iron, or copper alloy fully encapsulated in rubber in accordance with AWWA C-515, provided with protective wedge guide covers, symmetrical and shall seal equally well with flow in either direction. Valve stems shall be sealed by three (3) O-rings, with two (2) of the O-rings residing above the thrust collar. O-rings above the thrust collar shall be replaceable under full working pressure and with the valve in the full open position. Exterior nuts and bolts shall be type 304 stainless steel, with hexagonal heads and with dimensions conforming to ANSI B18.2.1. The operating nut shall be 2-inch square, ductile iron and constructed to

CITY OF O'FALLON, MISSOURI

ensure even valve operating input torque. Valve body gaskets shall be of the pressure energized O-ring style. The waterway shall be smooth and oversized with no depressions or cavities in the seat area that will allow foreign material to accumulate and affect closure or sealing. The valve body and bonnet shall be fusion bonded epoxy coated, inside and out per AWWA C-550. The coating shall be electro-statically applied prior to assembly and certified to ANSI/NSF 61 Standard. The valves shall be of the non-rising stem design with sealing accomplished by double "O" rings. Gate valves shall be fully assembled in the USA according to AWWA Specifications.

D. Hydrants shall be Mueller Super Centurion 250, as manufactured by Mueller Water Products, Inc., of Atlanta, Georgia; American Darling B-84-B-5, as manufactured by AMERICAN Flow Control of Birmingham, Alabama; or Guardian K-81A, as manufactured by Kennedy Valve, of Elmira, New York; or approved equal. Hydrants shall be fully assembled, and factory tested in the USA according to AWWA Specifications, shall be traffic type designed for installation in a trench that will provide forty-two (42) inches minimum cover, shall be rated for 250 PSI working pressure, and shall have a 5-1/4-inch main valve opening. Hydrant shoe shall be fusion applied epoxy coated. All bolts and nuts below ground level shall be stainless steel and shall not be metric. Hydrants shall be equipped with one 4-1/2-inch steamer nozzle and two 2-1/2-inch hose nozzles. All nozzles shall be National Standard Thread. Hydrants shall open right (clockwise) and must be marked with an arrow and the word "OPEN" cast into the body or bonnet of the hydrant to indicate the direction to turn the stem to open the hydrant.

E. Corporation Stops: Corporation stops shall be as manufactured by A.Y. McDonald, Ford, Mueller or approved equal, conforming to the latest revision of AWWA Standard C800 and shall be individually inspected and tested for leaks by air pressure under water. Corporation stops shall be ball type, straight-through/full port design, with AWWA Standard (CC) inlet threads and compression outlet, designed to prevent blow-out and shall be bubble-tight at 300 PSIG working pressure. The stop shall be "No-Lead Brass", defined for this specification as UNS Copper Alloy No. C89520 or C89833 in accordance with the chemical and mechanical requirements of ASTM B584 and AWWA C-800 with double O-ring type Buna-N seals. The ball shall be coated with a nontoxic, non-water soluble, self-lubricating film (Teflon or equal). Corporation stops shall be capable of being installed using a standard tapping machine.

F. Curb Stops: Curb stops shall be as manufactured by A.Y. McDonald, Ford, Mueller or approved equal, conforming to the latest revision of AWWA Standard C800 and shall be individually inspected and tested for leaks by air pressure under water. Curb stops shall be ball type, straight-through/full port design, rated for 150 PSIG working pressure, with compression joints on both ends, a drain and shall be open right. The stop shall be "No-Lead Brass", defined for this specification as UNS Copper Alloy No. C89520 or C89833 in accordance with the chemical and mechanical requirements of ASTM B584 and AWWA C-800 with double O-ring type Buna-N seals and positive shut-off in either direction. The ball shall be coated with a nontoxic, non-water soluble, self-lubricating film (Teflon or equal).

G. Unions: Unions shall meet or exceed AWWA C800 standards, be compression type, with a pressure rating greater than the valve or fitting with which the union is used.

H. Repair Clamps: Shall be equal to Ford, Mueller, or ROMAC single band, stainless steel 6 inches through 20 inches.

I. Couplings: Shall be equal to Ford, Mueller, or ROMAC, certified to meet ANSI/NSF 61 standard and applicable requirements of AWWA C219. The sleeve shall be fusion bonded, epoxy coated ductile iron, meeting or exceeding the requirements of ASTM A-536. End rings shall be color coded for pipe type and constructed of ductile iron, meeting or exceeding the requirements of ASTM A- 536. The gaskets shall be Styrene Butadiene Rubber (SBR) in accordance with ASTM D 2000 embossed with size and end ring color code. The nuts and bolts shall be steel conforming to the standards of ASTM A242 and AWWA C11. Couplings shall be rated for a minimum working pressure of 250 PSI.

CITY OF O'FALLON, MISSOURI

J. Valve Boxes: Each exterior valve shall be provided with a valve box. Valve boxes shall be cast iron and of the slide or screw type depending on the location. They shall be so designed and constructed as to prevent the direct transmission of traffic loads to the pipe or valve. The box shall be adjustable through at least 6 inches vertically without reduction of lap between sections to less than 4 inches. The length shall be as necessary to suit the ground elevation. The inside diameter of the box shall be at least 5-1/4 inches. Covers shall be close fitting and substantially dirt-tight with the word "WATER" cast in. The top of the cover shall be flush with the top of the box rim.

K. Service Boxes: Shall be manufactured in the United States, Buffalo style, slide type, with the top, cover and base constructed of heavy cast iron. The cover shall fit flush with the top of the box and be a locking type with a brass pentagonal nut and the word "WATER" cast in the cover.

L. Tapping Sleeves: Unless otherwise specified, sleeves shall be ductile iron construction meeting ASTM A536 Grade 65-45-12 and rated for 250 PSIG maximum working pressure. The sleeve shall be coated with asphaltic varnish and shall be certified to the requirements of ANSI/NSF-61. Side flange seals shall be of the O-ring type, either round, oval or rectangular in cross-sectional shape. Tapping sleeves shall include end joint accessories and split glands necessary to assemble the sleeve to the pipe. Tapping sleeves 12-inch and smaller shall be capable of working on Class ABCD pipe diameters without changing either half of the sleeve. Tapping sleeves for pipe sizes greater than 12-inch shall be field measured to determine class required. Outlet flanges dimensions and drilling shall comply with ANSI B16.1, Class 125 and with MSS SP-60. All valves furnished shall be open right and shall be in accordance with valve requirements specified herein. Verify pipe material and diameter in the location sleeve will be installed.

M. Service Saddles: Service saddles shall have high strength ductile iron body per ASTM A536 with a fusion applied epoxy coating, 18-8 type 304 stainless steel NC threaded bolts, 18-8 type 304 stainless steel fluorocarbon coated heavy hex nuts and washers made from with welds fully passivated for corrosion resistance, 18-8 type 304 stainless steel band with a 3-1/4-inch minimum width, Buna-N rubber per ASTM D2000, and CC threads per AWWA C800. Saddles shall be pre-sized when used on C900 PVC pipe and shall be rated at 250 PSIG maximum working pressure. Brass bodied service saddles must conform to AWWA Standard C800 (ASTM B62 and ASTM B584, UNS NO 83600 – 85-5-5-5). All saddles are to be held together with silicon bronze bolts. All brass bodied service saddles must have a minimum working pressure of 150 psi.

ACCESSORIES:

A. General: Provide anchorages for tees, plugs, caps, and bends. After installation, apply a full coat of asphalt or other acceptable corrosion-retarding material to surfaces of rods and clamps.

B. Clamps, Straps and Washers: Steel, ANSI/ASTM A506.

C. Rods: Steel, ANSI/ASTM A575.

D. Rod Couplings: Malleable iron, ANSI/ASTM A197.

E. Bolts: Steel, ANSI/ASTM A307.

F. Cast Iron Washers: ANSI/ASTM A126, Class A.

G. Pipe Lubricant: Suitable for use in potable water supply.

CITY OF O'FALLON, MISSOURI

H. **Mechanical Joint Restraint:** Shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10, with a working pressure rating of 350 PSI for 3 through 16-inch, 250 PSI for 18 through 48-inch and 200 PSI for 54-inch. Ratings shall be for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Gland body, wedges and wedge actuating components shall be ductile iron.

END OF SPECIFICATIONS

CITY OF O'FALLON, MISSOURI

PRICING

Fire Hydrants and Accessories:

| ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE | ESTIMATED DELIVERY TIME ONCE ORDERED (WEEKS) |
|------|--------------------------------|------|-----|------------|-------------|--|
| 1 | 4' Bury Fire Hydrant | Each | 5 | \$ | \$ | |
| 2 | 5' Bury Fire Hydrant | Each | 3 | | | |
| 3 | 5' Bury Fire Hydrant | Each | 1 | | | |
| 4 | 1' Hydrant Extension | Each | 2 | | | |
| 5 | .5" Hydrant Extension | Each | 2 | | | |
| 6 | MJ Gate Valves | Each | 20 | | | |
| 7 | MJ Anchor Couplings | Each | 30 | | | |
| 8 | 3/4" T-Bolts x 3 1/2" Cor Blue | Each | 850 | | | |
| | *Total for line items #1 - #8 | \$ | | | \$ | |

**Only the total for all line items will be read at the bid opening. All bids will be evaluated, by City staff, for individual line item costs and delivery timeframes.*

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 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

Bess Bacher, City Clerk Date

CITY OF O'FALLON, MISSOURI

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

Acknowledge the receipt of addenda by checking below as appropriate:

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

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

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED FOR CONSIDERATION

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

(Notary Public) My Commission Expires: _____



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

LATE BIDS CANNOT BE ACCEPTED!



| <u>SEALED BID</u> | |
|---|--------------------------------------|
| INVITATION #: | 25-011 |
| OPENING DATE: | 02/13/2025 |
| OPENING TIME: | 2:30 P.M. CST |
| DESCRIPTION: | FIRE HYDRANTS AND ACCESSORIES |
| 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!