



## **LEGAL NOTICE**

### **REQUEST FOR BID SEALED BID 14-056**

**For**

**1 1/2 Ton Dual Wheel, Two Wheel Drive, Two Door Truck with a Challenger Dump  
Body Re-Bid**

**For**

**ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **One (1) 1 ½ TON DUAL WHEEL, 2WD, 2 DOOR TRUCK WITH A CHALLENGER DUMP BODY**. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving ninety (90) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**14-056 1 ½ Ton Dual Wheel, 2 WD, 2 Door Truck with a Challenger Dump Body Re-bid**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

**Bid opening will be on Tuesday 2/11/14 at 10:30 am, in Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

## BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

**For questions or inquiries concerning the specifications please contact:**

Jeff Spalding, Highway Superintendent  
St. Charles County Government  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7307  
[jspalding@sccmo.org](mailto:jspalding@sccmo.org)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 pm on 2/5/14**. Any question received after this deadline may not be answered.

**Responses to questions/clarifications will be placed on the County's website [www.sccmo.org/businesses/](http://www.sccmo.org/businesses/). Check this website frequently for updates and any addendum that are issued.**

## **Prohibited Communication**

**Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.**

## **TERMS AND CONDITIONS**

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.

- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

**Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation\*\*, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**\*\* PLEASE NOTE:**

**Acceptable enrollment and participation documentation consists of a valid copy of the signature page Of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division  
The online address to enroll in the E-verify program is:**

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

**Open Records**

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

## BID SPECIFICATIONS

St. Charles County is seeking bids for **One (1) 1 ½ Ton Dual Wheel, 2 WD, Two Door Truck with a Challenger Dump Body** for the Highway Department.

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 County shall determine in its sole discretion whether a product is acceptable as an equivalent.**

Item Number	Feature Description	Meets	Exceeds	Not available or does not meet spec
<b>A. General</b>				
1)	One (1) minimum chassis specifications for an F550 or equal 19,000 lb. G.V.W.R Truck			
2)	Chassis must have 84" Cab to Axle			
3)	The unit shall have a minimum 6.6L Diesel			
4)	The engine shall have 330 H.P. at 3000 RPM. & 620 LB FT of torque at 1600-RPM			
5)	The engine shall have an electric block heater			
6)	The unit shall have a heavy-duty engine oil cooler required			
7)	The engine shall have a five (5) year, 100,000 mile warranty			
8)	Allison 6-Speed transmission or equal			
9)	The transmission shall have a five (5) year unlimited mile warranty			
10)	The unit shall have a heavy-duty transmission oil cooler required			
11)	Towing package (including – extra large radiator, electric brake wiring, and wiring harness, etc.)			
12)	All standard equipment			
13)	The front axle rating shall be a minimum 7,000# with a front spring rating of 7,000#			
14)	The rear axle rating shall be a minimum 12,000# with multi-leaf springs			
15)	4.88 rear end gear ratio required			
16)	The unit shall have a limited slip differential			
17)	The unit shall have a rear stabilizer bar			
18)	Seven (7) 245/70R/19.5G 14 ply radials, including spare tire and wheel			
19)	The unit shall be designed to be a low profile unit as designated by the smaller tire size			
20)	The unit shall have a hydraulic power brake system (anti-lock)			
21)	The unit shall have power steering			
22)	The unit shall have a forty (40) gallon fuel tank			

Item Number	Feature Description	Meets	Exceeds	Not available or does not meet spec
23)	Two (2) batteries – 750 CCA minimum each, with 105 amp alternator			
24)	The unit shall have intermittent wipers			
25)	The unit shall have power windows and power door locks			
26)	The unit shall have an AM – FM Radio			
27)	The unit shall have air conditioning			
28)	The unit shall have tinted glass			
29)	The unit shall have a vinyl bench seat			
30)	The unit shall be Summit White or equal in color			
31)	The unit shall have West Coast mirrors – heated			
32)	The unit shall have two (2) front two hooks			
33)	Any changes on complete unit must be noted			
	<b>B. CHALLENGER DUMP BODY (or EQUIVALENT)</b>			
	The body must meet or exceed the following specifications:			
34)	The body shall be an 84” CA measurement for a dual rear wheel vehicle			
35)	Water-Level Volume of Dump – 3.0 cu. yds. minimum			
36)	Inside Length of Dump – 121” minimum			
37)	Dump Depth at Side – 17” minimum			
38)	Dump Depth at Tailgate – 22” minimum			
39)	Floor Width at Bottom – 54” minimum			
40)	Dump Width at Top – 79”			
41)	Understructure Runsills – 5” @ 6.7 #/ft. channel			
42)	Understructure Crossmembers – 3” @ 4.1 #/ft. channel			
43)	Side Compartment Volume – 47 cu. ft Minimum.			
44)	Side Compartment Length – 114” Minimum			
45)	Side Compartment Height – 35”			
46)	Side Compartment Depth – 18”			
47)	Vertical Compartment Width – 24” Minimum			
48)	Weight with Hoist – 3600lbs.Minimum			
	<b>C. HOIST</b>			
49)	Hoist Capacity – 8 to 10 Tons			
50)	Hoist to Have Direct Mount Gear Pump			
51)	Cylinder Bore & Stroke – 5” x 20”			
52)	Maximum Operating Pressure – 3500 psi			
	<b>D. COMPARTMENTS – with 133” BODY LENGTH</b>			
53)	Front Vertical – 24” Width (with 2 adjustable shelves curb-side and 2 adjustable shelves street-side)			
54)	Second Vertical – 29” Width (with 2 adjustable shelves curb-side and 2 adjustable shelves street-side)			
55)	Horizontal – 69” Width (open both sides)			
56)	Rear Vertical – 23” Width (open both sides)			
	<b>E. CONSTRUCTION</b>			

57)	Tailgate, Dump Bed Panels and Bulkhead with Window – 10 ga. galvanized or equivalent			
58)	Fender Panels – 14 ga. galvanized			
59)	Doors – 20 ga. Galvanized outer & inner panels			
	<b>C. STANDARD FEATURES / EQUIPMENT</b>			
60)	Cab Protector with rearview grill cutout and quickmount for tarp			
61)	Plastic Coated Aircraft Cables on all Doors			
62)	Coal Chute Door with 4 Positions			
63)	Dump Bed – Summit White or equal in color			
64)	Keyed Alike Doors with bulb-style seals.			
65)	All Lighting including side markers, tail lights, clearance lights and 7 pole trailer plug.			
66)	Hitch Package to include 5” structural channel bumper with safety chain loops, heavy duty hitch mount with multiple hole pattern for adjustable pintle hitch heights.			
67)	Bottom Tailgate hinge releases into open and closed positions with spring loaded plunger.			
68)	Boxed Frame Tailgate construction – double acting.			
69)	Tarp - Manual			
70)	Pintle Hitch			
71)	Aluminum Fuel Filler Installed in fender Panel			



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..

The successful bidder shall deliver the trucks within 180 days of the bid award date. If the successful bidder fails to deliver within the time specified, a sum of \$25.00 per unit per day shall be forfeited to the County as liquidated damages. Delivery of unit to Central District Facility, 2480 St. Peters Howell Rd. St Peters, MO 63376

The bids are scheduled to be awarded at the first County Council meeting in February. Please take this into consideration when submitting your bid.



**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):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_

**EXHIBIT A**

**ST. CHARLES COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME