



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 13-148**

For

MINI SKID STEER WITH TRAILER

For

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

St. Charles County is seeking bids for a **Mini Skid Steer With Trailer**. 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 thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. All bid prices submitted must be guaranteed for ninety (90) days.

BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**13-148 Mini Skid Steer with Trailer**” 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 10/01/2013 at 2:00 pm, in 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 faxing a request to the St. Charles County Purchasing Department at [636-949-7589](tel:636-949-7589), **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:

Bekin Youngblood
Park Program Coordinator
St. Charles County Government
Parks & Recreation Department
201 N 2nd St. – Suite 510
St. Charles, MO 63301
636-949-7535 voice
636-949-7538 fax
byoungblood@sccmo.org

- The bid number and title shall be referenced on all correspondence.
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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 Proposal 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 Federal, State or Local taxes, fees and 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. 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

Specifications based on Ditch Witch SK755, acceptable equals will be evaluated. If assessed to be equal, alternatives will be considered.

Failure to identify individual items of specification is grounds for the rejection of the bid. Any and all exceptions to these specifications must be noted on the attached "Exceptions" page

DESIGN		Comply	Non-Comply
Class	30 hp Diesel horsepower minimum		
	Attached platform, Rubber track 800-lb (362-kg) rated operating capacity (measured at 35% of tip capacity) mini skid steer	_____	_____
Operator's station	Controls color-coded for ease of operation and located within easy reach of the operator position for accessibility and operator efficiency.	_____	_____
	The operator station must provide an hour meter.	_____	_____
Construction	All body panels and frame members must have solid steel construction.	_____	_____
	To be equipped with a cast ductile iron, heat-treated drive sprocket for increased durability.	_____	_____
	To have a 800-lb rating at 35% of tipping capacity and a 930-lb rating at 50% of tipping capacity.	_____	_____
	To have a minimum dump height with a bucket of 64" at a 38° angle.	_____	_____
	Capable of a hinge pin height of 80" minimum.	_____	_____

	Lift arms to equipped with a quick-attach plate	_____	_____
	To be equipped with a quick-disconnect that incorporates an internal relief so attachments may be changed without turning off the power unit.	_____	_____
Hydraulic system	Unit must be equipped with four hydraulic pumps: Two must be gear pumps for the auxiliary circuit. The other two must compose a dual hydrostatic pump for the ground drive.	_____	_____
	Ground drive must be powered by a dual hydrostatic pump.	_____	_____
	Auxiliary circuit must consist of two gear pumps. One pump must be capable of supplying the lift and curl functions, and the other to the attachment circuit. Must have the ability to combine flow from both pumps to supply the attachment circuit when lift and curl functions are not in use.	_____	_____
	Unit should be equipped with a hydraulic oil cooler in which a direct-driven fan pulls air from the outside across the cooler.	_____	_____
	All hydraulic pumps must be direct driven from the engine.	_____	_____
Ground drive	Must be hydrostatic, infinitely variable in forward and reverse with pilot-operated controls.	_____	_____
	Ground drive control must be hand-operated and must control independent hydrostatic ground drive pumps.	_____	_____

DIMENSIONS		Comply	Non-Comply
General			
Weight (w/o attachment)	2890 lb	_____	_____
Track width, max.	42 in	_____	_____
Track width, min.	36 in	_____	_____
Overall height	58 in	_____	_____
Ground clearance	6 in minimum	_____	_____
Track options	9" width with 43" track length with an aggressive pattern	_____	_____
POWER		Comply	Non-Comply
Engine	Kubota diesel	_____	_____
	30 hp minimum	_____	_____
FLUID CAPACITIES		Comply	Non-Comply
Fuel tank	Minimum of 10 gal.	_____	_____
Hydraulic system	Minimum of 9 gal.	_____	_____
ATTACHMENTS		Comply	Non-Comply
General			
	Must be capable of accepting and powering attachments from other manufacturers.	_____	_____
	To include a 44" toothed bucket in base bid.	_____	_____
SAFETY		Comply	Non-Comply
Operator presence	Unit must have non-detented control valve with a foot-actuated pedal for control of hydraulic flow to the attachment.	_____	_____
Noise levels	Must not exceed operator 87 dBA sound pressure per ISO 6394.	_____	_____

	Must not exceed exterior 101 dBA sound power per ISO 6393.	_____	_____
Operator training	An operator's manual, written or digital, that describes proper operation and maintenance must be provided.	_____	_____
	Hands-on operator training must be provided to those who have not already been trained.	_____	_____
	Training must be provided by qualified dealership personnel when product is delivered.	_____	_____

MISCELLANEOUS		Comply	Non-Comply
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Decals	Product decals must utilize universally recognized symbols.	_____	_____
	Written decals must be available in English	_____	_____
Delivery and availability of parts	The manufacturer must have a system in place that provides special shipment and delivery of parts for emergency situations when possible.	_____	_____
Location of service facility	A full service facility must be located in a reasonably close geographic location to the customer's main facility.	_____	_____
After-hours support	Dealership must provide names and phone numbers of personnel that may be called to provide emergency parts and/or service.	_____	_____

Trailer Specifications

**Indicate Yes or No If
Product Bid Met or
Exceeds Spec**

Capacities

GVWR (Max) 7,000 lbs

Dimensions

Between Fender Width, 72 3/4"
Overall Width 96"
Fender Height 15"
Bed Length 14'
Ramp Length 6'
Overall Length 21' Max.

Running Gear

Axle Capacity 3,500 lbs x 2 each w/grease lube
Brakes 10" electric
Suspension 4 leaf 1.75" wide slipper spring
Wheels 15" x 6" 6-bolt on 6.5 circle
Tires 7.00 x 15 bias 8 ply load range D

Frame Material

Main rails 3" x 5" x .375 Angle
Cross Members 4" x 5.4 lb channel A-36
Tongue 5" x 6.7 channel A-36
Fenders 10 gauge formed

Features

Coupling 2.5" lunette eye or 2 5/16" ball adjustable in height
Safety Chains .375" grade 70 w/grab hooks
Jack 5,000 lb screw type
Flooring 2" x 8" nominal treated wolmanized lumber
Ramps 6' x 13.5" fold up, spring assisted, self-supporting
Tie Downs 4 ea D-rings
Lighting 12 volt sealed beam, rubber mounted lights; meets DOT specs
Breakaway System 12 volt w/ battery, battery box and switch
Paint Manufacturer's standard black enamel and primer
Warranty 1 year against defects in workmanship & materials

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: _____

BID FORM
SB 13-148
MINI SKID STEER WITH TRAILER

(Bidder name)

Submits the following bid for this project:

Mini Skid Steer

Year Make and Model Offered _____

Delivered Bid Price for Mini Skid Steer \$ _____

Trailer

Year Make and Model Offered for Trailer _____

Delivered Bid Price for Trailer for Mini Skid Steer \$ _____

Authorized signature

Date

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: _____

American Made:

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

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

AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____(Position/Title) first being duly sworn on my oath, affirm
_____(Business Entity Name) is enrolled
and will continue to participate in the E-Verify federal work authorization program with respect to
employees hired after enrollment in the program who are proposed to work in connection with the
services related to contract(s) with the County for the duration of the contract(s), if awarded in
accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____
_____(Business Entity Name) does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted services provided to
the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date