



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 11-019**

For

Crack Router

For

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

St. Charles County is seeking bids for **Crack Router**. 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.

BID INSTRUCTIONS

One original and one [1] signed copies of the bid must be received in a sealed envelope plainly marked “**11-019 Crack Router**” 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 1/25/2011 at 10:00 AM , in **Room 537** 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, **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:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@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 **01/20/2011**. 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/. Check this website frequently for updates and any addendum that are issued.

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. 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.

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 Specification

St. Charles County is seeking bids for **one (1) Crack Router** 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
	A. General			
1)	The pavement cutter should be of the manufacturer's current production. This unit shall be capable of accurately following random cracks in asphalt or concrete surfaces. A factory-trained person shall be available for the initial start-up and operator training of the unit. A video manual as well as a comprehensive safety manual will be supplied with each unit. A factory-trained person shall be made available for initial start-up and training in the operation of the melter.			
	B. Frame and Engine			
2)	The engine shall be mounted on a hinged saddle to permit belt tension. The cutter shall be powered by a Kohler Command series engine or equal with an hour meter. This V twin engine shall be capable of producing 25 HP at 3600 RPM. The engine shall have a full flow oil filter and oil cooler. A dual element air cleaner shall be installed on the engine. Additionally, a Donaldson air cleaner with pre-cleaner or equal will be installed. A dirty air cleaner indicator will be installed between the two air filtration systems. There shall be two axles attached on either side of the frame assembly in line with the cutter head. Attached to the axles shall be two pneumatic tires with tapered bearings.			

Item Number	Feature Description	Meets	Exceeds	Not available or does not meet spec
	C. Cutter Head			
3)	<p>The cutter head shall be mounted on a drive shaft having a minimum diameter of 1 3/4" and is fastened with a minimum of two 1/2" hex head cap screws in conjunction with a minimum 3/8" x 4" key. The cutter head drive shaft shall be mounted by means of two self-aligning ball bearings. The cutter head shall accommodate a minimum of six – eight tooth carbide tipped cutters. These cutters shall be equally spaced on the cutter head and revolve on the hardened pins of a length that permits the use of spacers. By rearranging the spacers, the cut width can be varied from 1/2" to 2" wide. The cutter head shall be housed in steel housing capable of containing the cutter assembly and covering 80% of the total surface area.</p> <p>The driving force from the engine to the cutter head shall be transmitted through a clutch and twin grooved sheaves and twin matched "V" belts covered with a removable metal guard ventilated to prevent upward suction of pavement debris. The entire assembly of engine, cutter head, cutter head housing and all other part assemblies shall be mounted on a heavy steel frame, electric welded through 100% of the metal thickness at each joint for maximum strength and rigidity.</p> <p>The cutter head and its protective housing shall be able to raise and lower a minimum of four inches by means of an electric lineal actuator operated by a fingertip control switch mounted on the operator handle. The cutter head shall be in a central location to the frame.</p>			
	C. Clutch			
4)	<p>An electric clutch shall be mounted on the engine in such a manner as to stop the cutter head on demand without stopping the engine. The clutch switch shall be located on the handle in order to facilitate easy access by the operator.</p>			
	D. Safety Shields			
5)	<p>There shall be safety chain guards and flexible rubber guards surrounding the front and sides of the cutter head housing in order to protect the surrounding areas from debris.</p>			
	E. Drag Plate			
6)	<p>A pavement cutter shall be equipped with a replaceable drag plate mounted at the rest of the cutter head housing</p>			

	in order to facilitate stopping of the unit as well as to control the speed during operation.			
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Item Number	Feature Description	Meets	Exceeds	Not available or does not meet spec
F. Battery				
7)	The unit shall be equipped with a 12-volt battery capable of starting the engine and operating the clutch and actuator. The battery shall also be housed in a fully enclosed box that is weather resistant and heavy duty.			
G. Fuel Tank				
8)	The unit shall be equipped with a six-gallon minimum size gasoline tank. The tank shall be safely strapped to the frame. The tank shall also be manufactured from unbreakable, shatterproof, nonmetallic materials			
H. Cutters				
9)	The unit shall be supplied with pins, spacers and a complete set of carbide cutters. A depth control gauge shall be supplied on the unit allowing for a maximum depth of cut of 2".			
I. Miscellaneous				
10)	Estimated production rate of 500 LM or 1500 LF per hour. An instruction manual containing warranty information, safety instructions, as well as an operation guide shall be provided. The instruction manual shall also contain a complete parts list with detailed service and maintenance instructions.			
J. Training				
11)	An authorized, factory-trained representative will be made available for a full day of training at a facility designated by the County. At this training session a complete operational, mechanical and safety overview will occur. The CD manual will be viewed and discussed with all concerned personnel. Additionally, the representative will be available at that time for "on the job" safety and field training.			
K. Safety and Training Manuals				
	A written Safety Manual will be provided to the bidding agency.			
L. Parts				
12)	Bidders must show proof that a large stock of parts for the model of equipment upon which he is bidding is maintained at his facility.			

Item Number	Feature Description	Meets	Exceeds	Not available or does not meet spec
M. Award				
13)	Equipment is for use by the Highway Department and must meet its requirements as interpreted by the County Engineer. Prior to award the County may require a visit to the supplier's facility to assure supplier has plant capacity to manufacturer and deliver equipment on time as required. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation.			
N. Warranty				
14)	The manufacturer shall warranty the equipment for one year or as otherwise noted in the manufacturer's standard warranty policy.			
O. Qualifications of Bidders				
15)	<p>No bid will be considered unless the bidder can meet the following conditions:</p> <ol style="list-style-type: none"> 1. That it has in operation a parts/service location and keeps a sufficient stock of parts on hand at all times. 2. That it is bidding upon the stock model chassis that meets the requirements of the specifications without material changes or modifications and which is regularly advertised and sold as having a capacity of not less than called for herein, that it has been engaged in the manufacture of equipment of the type bid upon for at least forty-eight months. 			

All responses 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 bid must include delivery of one router to the following facility:

Southern District Facility at 176 Sprock Road Wentzville, Missouri

The successful bidder shall deliver the router 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.

The bids are scheduled to be awarded at the second 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: _____

BID FORM

SB 11-019

Crack Router

BID OPENING DATE: 1/25/2011 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

Quantity – One (1)

Make and Model of Router offered _____

Total price for One (1) Router \$ _____

Include documentation that details

- **The warranty for the router offered**
- **A complete and detailed specification sheet for the router offered**

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