



## LEGAL NOTICE

**REQUEST FOR BID  
SEALED BID 11-033**

**For**

**Sign Posts and Barricades**

**For**

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

St. Charles County is seeking bids for **Sign Posts and Barricades**. 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 “**11-033 Sign Posts and Barricades**” 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 2/1/2011 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](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:

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](mailto: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 **01/27/2011**. 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/](http://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

**Solicitation:** St. Charles County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**General Description:** To provide St. Charles County with **Sign Post, Brackets and Barricades** as per specifications called for herein.

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.**

All materials must be MoDOT and MUTCD approved. Any proposed variations from the applicable MoDOT specifications, St. Charles County bid specifications, or pertinent ASTM must be fully identified and described with any submitted bid.

### **A. SQUARE POST**

The holes on the Perforated Square post shall be on all four sides, be 7/16" diameter (+- 1/64") on one inch centers through the entire length of the post. Holes shall be on the centerline of each side, in alignment with and opposite each other directly and diagonally.

### **B. TRAFFIC CONES**

#### **I. Material**

The cone base shall be made of black poly-vinyl-chloride. The outer liner shall be made of red-orange fluorescent pigment poly-vinyl-chloride.

#### **II. Color**

The red-orange plastic is pigmented with Lawter Chemical Company No B-3534 red-orange fluorescent pigment or an approved equivalent.

#### **III. Physical Configuration**

The average wall thickness of the cone body is measured 1" down from the top and 2 1/2" up from the base.

12" Cone - Wall thickness at top	.060"
Wall thickness at bottom	.100"
18" Cone - Wall thickness at top	.065"
Wall thickness at bottom	.120"
28" Cone - Wall thickness at top	.075"
Wall thickness at bottom	.130"

#### **IV. Performance Characteristics**

Tensile strength-(Minimum P.S.I).....	1000
Elongation.....	200%
Tear Strength.....	250 lbs./inch
Hardness (Shore A) Conical Section.....	75 + or - 5
Hardness (Shore A) Bottom Surface of Base.....	65 + or - 5
Heat Resistance-No slump after eight hours at 160 F	
Low temperature impact strength 10 ft lbs Minimum at -5 F	

V. Weights

12" Traffic Cone	Minimum 1 lbs. 6 oz
18" Traffic Cone	Minimum 3 lbs
28" Traffic Cone	Minimum 7 lbs

**C. TRIM LINE CHANNELIZERS**

St. Charles County is accepting bids for the purchase of the following:

Trim Line Channelizers (with 15 lb. bases)

Products bid must meet the requirements of the "Missouri Department of Transportation Standard Drawing 616.10 AG, effective 07/01/06, or latest revision thereof. **Bidders must submit written certification from the manufacturer that channelizers to be provided comply with the requirements of "NCHRP 350, test level 3" with their bid.**

Channelizers and bases are to be delivered to St. Charles County Highway Department, Eastern District Maintenance Facility 2550 Bethman Road St. Charles MO 63301 within two weeks following Notification of Bid Award from the County. All delivery costs or charges shall be included in the bid price.

**D. DELIVERY**

Each shipment shall be delivered upon request to St. Charles County Highway Department, Sign Maintenance Facility 3890 Greens Bottom Road, St. Charles, Missouri, 63304. The St. Charles County Highway Department can be contacted by calling 636-498-0545, or 636-949-7305 and shall be notified of the shipment delivery date at least two (2) days in advance of delivery. Delivery cost shall be included in bid price. The materials must be shipped and received within 30 days of placement of any order. On all orders greater than \$1,000, if the successful bidder fails to deliver within the time specified, a sum of \$25.00 per day per order shall be forfeited to the County as liquidated damages.

All bids shall be in effect until new bids are let in 2012.

**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 11-033**

**Sign Posts and Barricades**

**BID OPENING DATE: 2/1/2011 at 10:00 AM**

\_\_\_\_\_  
(Bidder name)

**Submits the following bid for this project:**

<b>Brackets For Extruded Street Signs</b>	<b>4''</b>	<b>12''</b>
Round To Blade	\$	\$
Channel To Blade	\$	\$
Blade To Blade	\$	\$
	<b>Post &gt; 4''</b>	<b>Post &lt; 4''</b>
<b>Stainless Steel Brackets for Strapping to Round Post</b>	\$	\$
<b>Galvanized "Perforated Square" Posts</b>	<b>Price Each Per Bundle of 50</b>	
8 Ft By 2 In by 2 In, 14 Gauge	\$	
10 Ft By 2 In by 2 In, 14 Gauge	\$	
12 Ft By 2 In by 2 In, 14 Gauge	\$	
3 Ft By 2.25 In by 2.25 In, 12 Gauge	\$	
<b>Galvanized U-Channel Posts</b>	<b>Price Each Per Bundle of 50</b>	
8 Ft by 2 Lb per Ft Galvanized U-Channel Post	\$	
12 Ft by 2 Lb per Ft Galvanized U-Channel Post	\$	
<b>Traffic Delineators</b>	<b>Price per each</b>	
36" Barricades	\$	
36" Barricades With Flashers And Battery	\$	
Batteries For Barricades	\$	
12" Cones	\$	
18" Cones	\$	
28" Cones	\$	
Trim-Line Channelizers with 15 Lb Base	\$	

\_\_\_\_\_  
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