



## **LEGAL NOTICE**

### **REQUEST FOR BID SEALED BID 11-144**

**For**

**Compact Track Loader and Attachments**

**For**

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

St. Charles County is seeking bids for **Compact Track Loader and Attachments**. 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 “**11-144 Compact Track Loader and Attachments**” 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 7/8/2011 at 10:00 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:

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 **07/01/2011**. 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.**

## Prohibited Communication

***Unauthorized Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications 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. It must be further understood that the County may also consider any other Cooperative Purchasing Pricing.
- 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 one (1) Compact Track Loader 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.**

These specifications are developed around the **Bobcat Model #T770 Compact Track Loader with Metal Tracks and attachments.**

Alternative equipment will be considered in the bid, provided that minimum specifications are met. **Cost, weight and metal tracks are critical considerations.**

Any alternative equipment or deviation from the specification that is not specifically noted in the bid can be justification for rejection of the bid.

All equipment bid is subject to in-field confirmation of mechanical, hydraulic, and electrical compatibility with skid steer attachments currently owned by the department.

### Specifications

Item #	Feature	Loader proposed (check one)		
		Meets	Exceeds	Does not meet
<b>Compact Track Loader</b>				
1.	92 HP Turbo Tier III Diesel Engine			
2.	Auxiliary Hydraulics: Variable Flow			
3.	Backup Alarm			
4.	Bob-Tach			
5.	Bobcat Interlock Control System (BICS)			
6.	Glow Plugs – Automatically Activated			
7.	Engine/Hydraulic System Shutdown			
8.	Engine Block Heater			
9.	Horn			
10.	Instrumentation: Engine Temp and Fuel Gauges, Hour meter, RPM and Warning Lights			
11.	Lift Arm Support			
12.	Lift Path: Vertical			
13.	Lights: Front & Rear			

Item #	Feature	Loader proposed (check one)		
		Meets	Exceeds	Does not meet
14.	Operator Cab w/ Adjustable suspension seat, Top & Rear windows, Parking Brake, Seat Bar, Seat Belt, and Dual Controls (ACS)			
15.	Roll Over Protective Structure (ROPS) meeting SAE-J1040 & ISO 3471			
16.	Falling Object Protection Structure (FOPS) meeting SAE-J1043 & ISO-3449			
17.	Spark Arrestor Muffler			
18.	Track Carriage – Steel			
19.	Advanced Control System w/ Dual Controls			
20.	High Flow Hydraulics			
21.	Ride Control			
22.	Hydraulic Bucket Positioning			
23.	Rated Operating Capacity (SAE) - 3000 lbs			
24.	Operating Capacity (50% of Tip) - 4960 lbs			
25.	Tipping Load - 8571 lbs			
26.	Operating Weight - 11032 lbs			
27.	Travel Speed - 6.6 mph			
28.	Ground Pressure (Steel) - 6.2 psi			
29.	Fuel Tank - 27.2 gal			
30.	System Relief @ Quick Couplers - 3500 psi			
31.	Auxiliary Std Flow - 23 GPM			
32.	Auxiliary High Flow - 36.5 GPM			
33.	Length - 141.6 in			
34.	Length without Attachment - 114.3 in			
35.	Length with Standard Bucket - 141.6 in			
36.	Width - 73.8 in			
37.	Width (with bucket) - 80 in			
38.	Height - 81.3 in			
39.	Height with Operator Cab - 81.3 in			
40.	Height to Bucket Hinge Pin - 132 in			
41.	Reach @ Maximum Height - 33.6 in			
42.	Turning Radius - 88 in			
43.	Length of track on ground - 63.7 in			
44.	Track Width - 13.38 in			

Item #	Feature	Loader proposed (check one)		
		Meets	Exceeds	Does not meet
<b>Attachments</b>				
45.	Large Material Bucket 88" LM w/ Bolt-on Edge			
46.	Large Tooth Bucket 80" Construction/Industrial Bucket w/ teeth			
<b>Optional Equipment</b>				
47.	Auger Model #30 w/ standard 30" bit			
48.	Dozer Blade Model #96 6-way hydraulic control pitch and tilt			
49.	Pallet Forks Model #48 Heavy Duty			
50.	Snow Blade Model #96			
51.	Snow V-Blade Model #96			
52.	Industrial Fork Grapple Model #78			
53.	Rock Breaker Model # HB1180			
54.	Heat & A/C Factory Installed			
55.	Tooth Bucket 80" Construction/Industrial Bucket w/ teeth (2 <sup>nd</sup> unit)			
56.	Enclosed Cab w/Power Bob-Tach Sound Reduction Deluxe Instrument Panel Attachment Control Kit Cab Safety Harness			
57.	Tree Shear Manufacturer: Sidney Model # HTC-14 w/ Wireless remote control 110-degree vertical rotation Spray kit			
58.	Extended Warranty Provide details of the plans available			

All responses of Exceeds or does not meet must be explained in the **Exception Sheet** included in this request. Cite the item number in your explanation.

**Equipment offered in Trade**

A Track Loader/Backhoe (and assorted attachments) as described below is being traded with this purchase.

This machine and attachments are available for inspection on **6/30/2011** at Quail Ridge Park or by appointment by calling Jim Kent 314-609-8555.

<u>Trade</u>	<u>Base Machine</u>
<b>Make</b>	<b>ASV</b>
<b>Model</b>	<b>PT-100 Track Loader with Backhoe</b>
<b>S/N</b>	<b>PTD03671</b>
<b>Year</b>	<b>2008</b>
<b>Hours</b>	<b>800 as of 5-10-11</b>

<b>Trade</b>	<b>Attachments</b>	<b>Make</b>	<b>Model</b>
1	Backhoe w/ 24" Bucket	ASV	PT-100
2	13" Backhoe Bucket	Bobcat	T-190
3	Hydraulic Stabilizer	Bobcat	T-190
4	Door	Bobcat	T-190
5	68" Toothed Bucket	Bobcat	T-190
6	68" Material Bucket	Bobcat	T-190
7	80" Toothed Bucket	Bobcat	T-300



## 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 11-144**

**Compact Track Loader and Attachments**

**BID OPENING DATE: 7/8/2011 at 10:00 AM**

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

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

**Make and Model of Track Loader proposed \_\_\_\_\_**

**Model Year of Track Loader proposed \_\_\_\_\_**

**Price for proposed Track Loader \$ \_\_\_\_\_**

**Price for Attachments:**

**Large Material Bucket-88" LM w/ Bolt-on Edge \$ \_\_\_\_\_**

**Large Tooth Bucket 80" Construction/Industrial Bucket w/ teeth \$ \_\_\_\_\_**

**Total \$ \_\_\_\_\_**

**Amount offered for Trade Equipment**

<b>ASV PT-100 Track Loader with Backhoe</b>	<b>\$</b>
<b>Backhoe w/ 24" Bucket ASV PT-100</b>	<b>\$</b>
<b>13" Backhoe Bucket Bobcat T-190</b>	<b>\$</b>
<b>Hydraulic Stabilizer Bobcat T-190</b>	<b>\$</b>
<b>Door Bobcat T-190</b>	<b>\$</b>
<b>68" Toothed Bucket Bobcat T-190</b>	<b>\$</b>
<b>68" Material Bucket Bobcat T-190</b>	<b>\$</b>
<b>80" Toothed Bucket Bobcat T-300</b>	<b>\$</b>

**Price for Optional Equipment**

Auger	Model #30	w/ standard 30" bit	\$
Dozer Blade	Model #96	6-way hydraulic control pitch and tilt	\$
Pallet Forks	Model #48	Heavy Duty	\$
Snow Blade	Model #96		\$
Snow V-Blade	Model #96		\$
Industrial Fork Grapple	Model #78		\$
Rock Breaker	Model #	HB1180	\$
Heat & A/C	Factory Installed		\$
Tooth Bucket 80" Construction/Industrial Bucket w/ teeth (2 <sup>nd</sup> unit)			\$
Enclosed Cab w/Power Bob-Tach Sound Reduction Deluxe Instrument Panel Attachment Control Kit Cab Safety Harness			\$
Tree Shear Manufacturer: Sidney Model # HTC-14 w/ Wireless remote control 110-degree vertical rotation Spray kit			\$

Extended Warranties Available – include documentation for each	Length of Warranty	Amount
		\$
		\$
		\$

All Manuals relating to Maintenance, Service, Operations, and Parts must be included in print or electronic format.

Include a complete and detailed specification sheet for the equipment you are proposing

\_\_\_\_\_  
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