MID-MISSOURI PUBLIC PURCHASING COOPERATIVE REQUEST FOR BID

| | | Bid No.: |
|---|--|--|
| | | (<u>MM56</u>) |
| | | Date of Bid: |
| | | (August 30, 2008) |
| | Buyer Contact Name: Tyson Boldan Phone Number: (573) 886-4392 | а |
| | | Bid Closing: |
| | | <u>Date: August 29, 2008</u> <u>Time: 1:30 P.M.</u> |
| Commodities or Service Requested: | Hot Bituminous Asphalt - Term and Supply | <u>.</u> |
| Please submit your bid prior to the date ar | nd time for Bid Closing as specified above to the for | llowing office: |
| Boone County Purchasing | | |
| 601 E. Walnut, Room 209 | | · |
| Columbia, MO 65201 | | . |
| | | <u>.</u> |
| Fax: (573) 886-4390 E-mail: tboldan@boonecountymo | o.org | <u> </u> |
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| | | S.c. |
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INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

- Bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will
 be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid
 closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of
 materials, supplies, equipment or services shown on the attached sheet(s).
- Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement, bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason.
- Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications
 and descriptive literature.
- 4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
- 5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Award of contract(s) will be made to all bidders who are responsive and responsible. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing received). Any award of a contract will be made by written notification from the Cooperative.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
 - c. The Cooperative reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul Hot Asphalt at the prices indicated in its bid in the event of such contingency. The Cooperative will award a primary contractor and may also award secondary contractors.
 - Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.

- The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.
- 8. Cooperative Member Agencies reserve the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor **must** notify the Cooperative Member Agency that issued the purchase order.
- 9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
- 10. Prices must be stated in units of quantity specified, must be firm, and must be in accordance with the Vendor Response Sheet for the month in which the service or product was requested.

11. RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request.

a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.

b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and is available for inspection at any time during regular working hours.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

- a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
- b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

- 13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the Bidder for re-submittal at the new date and time of bid closing.
- 14. Advice of Award A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.

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15. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the Cooperative Agency. All policies shall be in amounts, form and companies satisfactory to the Cooperative Agency which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**. The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or

otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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GENERAL PROVISIONS

1. BID RESPONSE:

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this requirement, return of the "No Bid Response Form" will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.

2. BID ACCEPTANCE:

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.

3. OSHA COMPLIANCE:

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.

4. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.

5. **VARIATION IN QUANTITY:**

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

6. **COMMERCIAL WARRANTY:**

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.

7. DISCOUNTS:

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.

8. **PATENT AND COPYRIGHT:**

a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.

b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

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9. **DISPUTES:**

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

12. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier agrees to furnish all of the needs of the various Cooperative Member Agencies for the supplies, materials, equipment, and services set forth in the quotation for the contract period in accordance with the prices bid at the beginning of each month for the month in which the supplies, materials, equipment, and services are requested.

13. FUND ALLOCATION:

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

14. **OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. **DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. RECYCLED PRODUCTS:

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

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18. **EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



SPECIFICATIONS for HOT BITUMINOUS ASPHALT MIX

The Mid-Missouri Public Purchasing Cooperative wishes to purchase bituminous asphalt mixtures for use in road maintenance programs. Entities participating in this Request for Bid include the County of Boone, City of Columbia, City of Hallsville, City of Ashland and the City of Centralia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders. The Contractor(s) shall provide the asphalt materials listed below, as needed. The Term and Supply Contract period shall be from October 1, 2008 through September 30, 2009 and may be renewed annually through September 30, 2011 unless canceled by the Purchasing Director in writing prior to a renewal term.

Pricing may be revised by Contractor on a monthly basis by submitting the attached quote forms by the end of the month. As soon as the Contractor finds out the price of the material for the next one month period, they shall submit the quote form to the County. For example, if the Contractor can determine the September pricing in the third week of August, then in August, they submit the September quote form to the County by fax to (573) 875-1602 or e-mail kwestcott@boonecountymo.org. Pricing MUST by submitted by the last Monday of the month, 4:00 p.m. in order to allow distribution by the County to all member agencies. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing received).

The mixes will be used for wedge coats generally not exceeding 1 1/2" in thickness (Base mix), a surface or wearing lift generally not exceeding 1" in thickness (BP-1, BP-2). The major portion of mix purchased will be for surface or wearing lifts.

The mixes shall be of a "commercial" grade or the mixes commonly made at the plant. Bidder shall provide the characteristics of the mixes proposed in their bid.

The quantities listed are estimated annual quantities for the award period. The entities reserve the right to increase/decrease the quantities shown in order to meet its operating requirements.

Bids will be evaluated on the basis of total "in-place" cost as established from historical cost data compiled by the City of Columbia and/or Boone County. Bids will not be awarded solely on the lowest price per ton. The County will take into consideration material availability, manufacturing capability and monthly price per ton.

The total prices quoted shall include all overhead, labor, heating, depreciation, and any other costs associated with the production. The Contractor shall bill each entity separately. In addition, the Bidder offering the lowest and best bid may be required to provide a mix formula for each product in their bid response prior to bid award.



SPECIAL CONDITIONS

The participating entities reserve the right to inspect and/or take samples from the bidder's plant or at job sites during the bid evaluation process or at any time during the contract period to assure compliance with County and/or State specifications for asphalt.

Bidders must be capable of producing for pickup approximately 1,400 tons of Hot Mix per day. Normal daily usage averages approximately 75 tons per day.

All receipts must be identified with the appropriate Entity, Department or Division, job site, signed by an employee, and a copy furnished to the employee.

The Contractor shall be responsible for assuring Entity(s) employee's identity prior to issuing material. The Entity(s) will not be responsible for material issued to persons not properly identified as Entity(s) employees.

Items included in any other specific contracts are excluded from this purchase order and/or contract. If any question or doubt arises in this area, the Entity(s) shall be contacted for clarification.

- 1. Blanket orders may be issued as authority to purchase in compliance with the bid award.
- 2. Purchase orders showing actual line items may also be issued against this contract.
- 3. Purchase orders may be issued to more than one company in case of a plant breakdown. This will eliminate obtaining a special purchase order in the event of an emergency.

If your firm is not willing to supply materials as a back-up supplier at the monthly contract price, this should be clearly indicated.

Each Entity may require asphalt on not more than six (6) Saturdays during the paving season covered by this quotation. The material must be available to the Entity(s) at the prices bid provided the Entity(s) furnishes at least three (3) days prior notice to the bidder.

The Contractor shall designate a person within the organization to be responsible for communications with the Entity(s). This person shall notify the Entity(s) of any problems that affect the bidder's ability to fulfill the obligations of this agreement. Notifications shall include but not be limited to items such as plant shutdown, plant capacity fully allocated to other projects, changes in plant mixes, etc. Notifications may be verbal but shall be at least 48 hours in advance of any time which material will not be available to the Entity(s). Entity designees will be identified when the contract or blanket purchase orders are issued.

If the person designated by the bidder is to be unavailable for any period of time, the Entity(s) shall be notified of this unavailability and an alternate contact person for the bidder shall be designated.



VENDOR RESPONSE SHEET FOR OCTOBER 1, 2008 – OCTOBER 31, 2008

| Plant | Location: _ | | _ |
|--|--|---|--------------------------------------|
| Boone City of City of City of | MINOUS AS MATED QU e County: of Columbia: of Ashland: of Centralia: of Hallsville: | 1,000 Tons | |
| PRIC | E BREAKD | OWN | |
| 1. | Plant Mixe | ed Hot Asphalt, F.O.B. Plant | Cost Per Ton |
| | A. Surface BP BP B. Base Mi | 1 2 x | \$ \$ |
| 2. | Cold Mix | Asphalt | |
| | | ld-mix with anti-stripping agent: oproximately 600 tons. Cost per ton at Plant | \$ |
| | B. UP -A ₁ | M Cold Mix (Unique Paving Material): oproximately 500 tons. Cost per ton at Plant | \$ |
| List A | any Asphalt M | Iix Deviations or Manufacturing Issues | That Are Anticipated For This Month: |
| | | | |
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<u>VENDOR RESPONSE SHEET FOR NOVEMBER 1, 2008 – NOVEMBER 30, 2008</u>

| Plant | Location | : | | | |
|---|-----------|--|------------|-----------------------------------|-----------|
| ESTI Boone City o City o City o | | oia: 6,500 Tons l: 100 Tons ia: | | | |
| PRIC | E BREAI | KDOWN | | | |
| 1. | Plant M | lixed Hot Asphalt, F.O.B. Plant | | Cost Per Ton | |
| | | BP1 BP2 | | \$ \$ | |
| | B. Base | Mix Base | \$ | | |
| 2. | Cold M | ix Asphalt | | | |
| | | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant | | \$ | |
| | | UPM Cold Mix (Unique Paving Mat -Approximately 500 tons. Cost per ton at Plant | erial): | \$ | |
| List A | ny Asphal | lt Mix Deviations or Manufacturing l | Issues Tha | t Are Anticipated For This Month: | , |
| | | | | | |
| _ | | | | | |
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<u>VENDOR RESPONSE SHEET FOR DECEMBER 1, 2008 – DECEMBER 31, 2008</u>

| BITU ESTE Boone City of City of | Location: | PHALT HOT MIX NTITIES 1,000 Tons 6,500 Tons 100 Tons | | |
|---|---|--|------------------------------------|------------------|
| PRIC | E BREAKDO | WN | | |
| 1. | Plant Mixed | l Hot Asphalt, F.O.B. Plant | Cost Per Ton | |
| | A. Surface M BP1 BP2 B. Base Mix Base | | \$ \$ \$_ | |
| 2. | Cold Mix A | sphalt | | |
| | A. Cold | l-mix with anti-stripping agent: proximately 600 tons. Cost per ton at Plant | \$ | , |
| | | f Cold Mix (Unique Paving Material): proximately 500 tons. Cost per ton at Plant | \$ | ÷ |
| List A | ny Asphalt Mi | x Deviations or Manufacturing Issues Th | at Are Anticipated For This Month: | , |
| | | | | - - - - |
| | | | | |



VENDOR RESPONSE SHEET FOR JANUARY 1, 2009 – JANUARY 31, 2009

| BITU ESTIN Boone City o City o | MINOUS A | 100 Tons | | |
|--|--------------|--|--------------|-----------|
| PRIC | E BREAK | DOWN | | |
| 1. | Plant Mi | xed Hot Asphalt, F.O.B. Plant | Cost Per Ton | |
| | B. Base N | PP1 PP2 | \$ \$ | |
| 2. | Cold Mix | (Asphalt | · | |
| | -2 | Cold-mix with anti-stripping agent: Approximately 600 tons. Cost per ton at Plant | \$ | |
| | B . C | IPM Cold Mix (Unique Paving Material): Approximately 500 tons. Cost per ton at Plant | \$ | |
| List A | | | | |
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<u>VENDOR RESPONSE SHEET FOR FEBRUARY 1, 2009 – FEBRUARY 28, 2009</u>

| Plant | Location | : | |
|------------------------------------|-----------|--|------------------------------------|
| ESTII Boone City o City o | | oia: 6,500 Tons i: 100 Tons ia: | |
| PRIC | E BREAI | KDOWN | |
| 1. | Plant M | lixed Hot Asphalt, F.O.B. Plant | Cost Per Ton |
| | | ace Mix BP1 BP2 | \$ \$ |
| | B. Base | Mix Base | \$ |
| 2. | Cold M | ix Asphalt | |
| | | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant | \$ |
| | | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$ |
| List A | ny Asphal | lt Mix Deviations or Manufacturing Issucs Th | at Are Anticipated For This Month: |
| | | | |
| | | | |
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<u>VENDOR RESPONSE SHEET FOR MARCH 1, 2009 – MARCH 31, 2009</u>

| | Location: | | | |
|--------|-------------------------------|---|------------------------------------|--|
| ESTI | MATED Q | ASPHALT HOT MIX UANTITIES | | |
| | e County: of Columbia | 1,000 Tons a: 6,500 Tons | | |
| | of Ashland: | | | |
| City o | of Centralia of Hallsville | ı: | | |
| · | | | | |
| PKIC | E BREAK | | | |
| 1. | Plant Mi | xed Hot Asphalt, F.O.B. Plant | Cost Per Ton | |
| | A. Surfac | | | |
| | | P1 P2 | \$ \$ | |
| | B. Base M | δ: | | |
| | | ase | \$ | |
| 2. | Cold Mix | Asphalt | | |
| | | old-mix with anti-stripping agent: | | |
| | -1 | Approximately 600 tons. Cost per ton at Plant | \$ | |
| | | Cost per ton at Flant | <u>\$</u> | |
| | | PM Cold Mix (Unique Paving Material): Approximately 500 tons. | | |
| | -2 | Cost per ton at Plant | \$ | |
| | | | | |
| | | | | |
| List A | ny Asphalt | Mix Deviations or Manufacturing Issues Tha | at Are Anticipated For This Month: | |
| | | - | • | |
| | | | | |
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VENDOR RESPONSE SHEET FOR APRIL 1, 2009 – APRIL 30, 2009

| | Location | | |
|--------|--|---|------------------------------------|
| | | S ASPHALT HOT MIX QUANTITIES | |
| Boon | e County | 7: 1,000 Tons | |
| | City of Columbia: 6,500 Tons City of Ashland: 100 Tons | | |
| | of Centra | | |
| City o | of Hallsv | ille: | |
| PRIC | E BREA | KDOWN | |
| 1. | Plant l | Mixed Hot Asphalt, F.O.B. Plant | Cost Per Ton |
| | A. Sur | face Mix | |
| | | BP1 BP2 | \$ \$ |
| | | 51.2 | Φ |
| | B. Bas | | 0 |
| | | Base | \$ |
| 2. | Cold N | Mix Asphalt | |
| | A. | Cold-mix with anti-stripping agent: | |
| | | -Approximately 600 tons. Cost per ton at Plant | \$ |
| | | cost per ton at 7 min | Ψ |
| | В. | UPM Cold Mix (Unique Paving Material): | |
| | | -Approximately 500 tons. Cost per ton at Plant | \$ |
| | | | <u> </u> |
| | | | |
| | | | |
| List A | ny Aspha | alt Mix Deviations or Manufacturing Issues The | at Are Anticipated For This Month: |
| _ | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| MM56 | | 17 | 8/27/2008 |



<u>VENDOR RESPONSE SHEET FOR MAY 1, 2009 – MAY 31, 2009</u>

| ESTI Boon City City City | | 100 Tons | |
|--------------------------------------|-------------|---|--------------|
| PRIC | E BREAK | DOWN | |
| 1. | Plant Mi | xed Hot Asphalt, F.O.B. Plant | Cost Per Ton |
| | | e Mix P1 P2 | \$ \$ |
| | B. Base M | fix ase | \$ |
| 2. | Cold Mix | Asphalt | |
| | A. C | old-mix with anti-stripping agent: Approximately 600 tons. Cost per ton at Plant | \$ |
| | B. U | PM Cold Mix (Unique Paving Material): Approximately 500 tons. Cost per ton at Plant | \$ |
| ist A | any Asphalt | Mix Deviations or Manufacturing Issues The | |



<u>VENDOR RESPONSE SHEET FOR JUNE 1, 2009 – JUNE 30, 2009</u>

| Plant | Location: | | | |
|--|--|--|------------------------------------|-----------|
| BITUMINOUS ASPHALT HOT MIX ESTIMATED QUANTITIES Boone County: 1,000 Tons City of Columbia: 6,500 Tons City of Ashland: 100 Tons City of Centralia: City of Hallsville: | | VTITIES 1,000 Tons 6,500 Tons | | |
| PRIC | CE BREAKDOV | VN | | |
| 1. | Plant Mixed | Hot Asphalt, F.O.B. Plant | Cost Per Ton | |
| | A. Surface Mi BP1 BP2 B. Base Mix Base | ix | \$ \$ | |
| 2 | | ahal4 | Φ | |
| 2. | Cold Mix As _l | | | |
| | | mix with anti-stripping agent: oximately 600 tons. Cost per ton at Plant | \$ | |
| | B. UPM -Appr | Cold Mix (Unique Paving Material): oximately 500 tons. Cost per ton at Plant | \$ | |
| List A | Any Asphalt Mix | Deviations or Manufacturing Issues Th | at Are Anticipated For This Month: | * |
| | | | | |
| | | | | |
| | | | | |
| MM5 | 6 | 19 | | 8/27/2008 |



VENDOR RESPONSE SHEET FOR JULY 1, 2009 – JULY 31, 2009

| Plant | Location | : | |
|--|----------|---|--------------|
| ESTI Boon City o City o City o | | oia: 6,500 Tons d: 100 Tons lia: | |
| PRIC | E BREAI | KDOWN | |
| 1. | Plant M | fixed Hot Asphalt, F.O.B. Plant | Cost Per Ton |
| | | ace Mix BP1 BP2 | \$ \$ |
| | B. Base | Mix Base | \$ |
| 2. | Cold M | iix Asphalt | |
| | A. | Cold-mix with anti-stripping agent: -Approximately 600 tons. Cost per ton at Plant | \$ |
| | | UPM Cold Mix (Unique Paving Material): -Approximately 500 tons. Cost per ton at Plant | \$ |
| List A | | lt Mix Deviations or Manufacturing Issues The | • |
| | | | |
| им56 | • | 20 | 8/27/2008 |



VENDOR RESPONSE SHEET FOR AUGUST 1, 2009 – AUGUST 31, 2009

| Plant | Locatio | on: | | |
|--------|----------------------|--|-------------------------------------|-------------|
| BITU | MINOU | US ASPHALT HOT MIX | - | |
| | | QUANTITIES | | |
| | e Count | | | |
| | of Colur | | | |
| | of Ashla of Centr | | | |
| | of Halls | | | |
| City 0 | 71 11ans | vinc. | | |
| PRIC | E BRE | AKDOWN | | |
| 1. | Plant | Mixed Hot Asphalt, F.O.B. Plant | Cost Per Ton | |
| | A. Su | rface Mix | | |
| | | BP1 | \$ | |
| | | BP2 | \$ | 9.3 |
| | B. Bas | se Mix | | |
| | | Base | \$ | |
| 2. | Cold | Mix Asphalt | | |
| | A. | Cold-mix with anti-stripping agent: | | |
| | | -Approximately 600 tons. | | |
| | | Cost per ton at Plant | \$ | • |
| | B. | UPM Cold Mix (Unique Paving Material): | | <u>د</u> .د |
| | | -Approximately 500 tons. | | |
| | | Cost per ton at Plant | \$ | |
| | | | | |
| | | | | |
| List A | ny Asph | alt Mix Deviations or Manufacturing Issues T | hat Are Anticipated For This Month: | |
| | | | | · |
| | | | | ** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 10.00 | | | | |
| MM56 | | 21 | | 8/27/2008 |



<u>VENDOR RESPONSE SHEET FOR SEPTEMBER 1, 2009 – SEPTEMBER 30, 2009</u>

| Plant | Location: | | | | |
|--|-------------------|--|------------------------------------|--|--|
| BITUMINOUS ASPHALT HOT MIX ESTIMATED QUANTITIES Boone County: 1,000 Tons City of Columbia: 6,500 Tons City of Ashland: 100 Tons City of Centralia: City of Hallsville: | | NTITIES 1,000 Tons 6,500 Tons | | | |
| PRIC | E BREAKDO | WN | | | |
| l . | Plant Mixed | Hot Asphalt, F.O.B. Plant | Cost Per Ton | | |
| | A. Surface M | fix | | | |
| | BP1 BP2 | | \$ \$ | | |
| | B. Base Mix | | | | |
| | Base With Base | | \$ | | |
| | Cold Mix Asphalt | | | | |
| | | -mix with anti-stripping agent: roximately 600 tons. Cost per ton at Plant | \$ | | |
| | | I Cold Mix (Unique Paving Material): proximately 500 tons. | - | | |
| | 11 | Cost per ton at Plant | \$ | | |
| | | | | | |
| ict A | ny Aanhalt Mi | x Deviations or Manufacturing Issues Th | A A C. C. ID. W. M. | | |
| лы л | ny Asphan Mi. | Deviations of Manufacturing Issues 11 | at Are Anticipated For 1 ms Month: | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 1M56 | | 22 | 8/27/2008 | | |



| who participate in the Mid-Missouri Public Purchase Coope | | | | | |
|--|---|--|--|--|--|
| Cooperative Purchasing? (circle one) YES or State any special provisions for allowing cooperative Columbia: | NO e purchasing for entities other then Boone County and City of | | | | |
| By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, sect ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987. | | | | | |
| | services as specified at the prices and terms stated and in strict conditions of bidding which have been read and understood and all of | | | | |
| Product will be ready for pickup within hour | s/days after receipt of order | | | | |
| Company Name: | When Organized:When Incorporated: | | | | |
| Address: | | | | | |
| City/Zip: | Exempt From Tax Reporting? Yes No | | | | |
| Phone Number: | Authorized Representative Signature | | | | |
| Fax Number: | | | | | |
| Federal Tax ID: () Corporation () Partnership - Name () Individual/Proprietorship - Individual Name: | Print Name and Title of Authorized Representative | | | | |
| () Other (Specify) | Date: | | | | |
| Contractor Contact responsible for communications with contract (i.e. plant shutdown, product availability, changes in | the entity regarding contractor's ability to fulfill obligations of this n plant mixes, etc). | | | | |
| Name: | Phone: | | | | |
| Address: | Fax: E-mail: | | | | |
| | | | | | |



"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Cooperative vendor list <u>for this service/commodity</u>, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: MM56 - Hot Bituminous Asphalt - Term and Supply

| Business Name: | |
|----------------------------|---|
| Address: | |
| | |
| | |
| Telephone: | |
| Contact: | _ |
| Date: | |
| Reason(s) for not bidding: | |
| | |