



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
REQUEST FOR BID

Sheet 1 of 9

Bid Number:

(MM57)

Date of Bid:

(02/03/09)

Buyer Contact Name: Melinda Bobbitt, CPPB, Director of Boone County Purchasing

Phone Number: (573) 886-4391 Fax Number: (573) 886-4390 E-mail: mbobbitt@boonecountymmo.org

Bid Closing:

Date: **02/24/09**

Time: **10:30 A.M.**

Commodities or Service Requested: **BITUMINOUS MATERIAL - Term and Supply**

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing

601 East Walnut, Room 208

Columbia, MO 65201



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.

1. Sealed 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).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope 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. No fax or electronic transmitted bids will be accepted.
3. 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. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative. The County reserves the right to award to one or multiple respondents.
 - 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.
6. 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.
7. 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 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, and must be firm. Bids qualified by escalator clauses may not be considered.

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. **Advice of Award - Web Page: Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com/Purchasing>.**
- 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 are 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 verification 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.
14. **Payment:** The bituminous material will not be paid for until it has been applied or delivered thirty (30) days in order for the Cooperative representative to determine that it complies with the requirements of the specifications. When in the opinion of the Cooperative representative the bituminous material has complied with the requirements of the Specifications, then monthly payments will be made.



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 Request for Bid; 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.
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 of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
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.
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 BITUMINOUS MATERIALS

The Mid-Missouri Public Purchasing Cooperative wishes to purchase **bituminous asphalt mixtures**, which will be used in road maintenance programs. Entities participating in this request include the County of Boone and City of Columbia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders.

Contract Term: The Contract period shall be from **April 1, 2009 through June 30, 2009**. The contract may be extended beyond the expiration date for seven (7) additional 3-month periods through March 31, 2011. Any price increases at renewal term must be approved by the Cooperative Representative. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the Cooperative Representative.

All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, section 1015, and any revisions thereto, together with the specifications contained herein.

Materials shall be delivered FOB Destination to the Boone County Public Works Department located at 5551 Highway 63 South, Columbia, Missouri, or the City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, Missouri. Materials will be delivered or picked up on an "as needed" basis at the request of Boone County or the City of Columbia.

The unit price shall include ALL delivery and unloading expenses. All delivered purchases will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).

The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with **AASHTO T40-78 (1986)**. Emulsified asphalt shall be tested in accordance with **AASHTO T59-881**.

Specification sheets shall be included with bid from each Bidder for each product bid.

A certification of chemical analysis shall be provided by the supplier and accompany each load that is delivered.

Quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. The Cooperative reserves the right to increase or decrease the quantities shown in order to meet its operating requirements. Boone County anticipates utilizing either the Pep product or the AEP product.

All bid prices shall be valid from **April 1, 2009 through June 30, 2009**.

SPECIFICATIONS FOR PENETRATING EMULSIFIED PRIME (PEP)

All references to Articles in this Special Provision shall be construed to meet specific articles in the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, 1997. **Exception: Residue by distillation to 260°C (500°F) shall be 58% minimum product.** Preparation and testing of the bituminous PEP shall be as specified in Articles 1009.07 except that the spraying maximum-minimum application temperature shall be between 60-130 F. (16-54 C.).

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.



RESPONSE / PRICING PAGE

DELIVERED PRICES SHALL BE QUOTED FOB DESTINATION

ITEM NO.	QUANTITY (EST)	DESCRIPTION	DELIVERED UNIT PRICE/GAL Full Transport Load Minimum	PICKED UP UNIT PRICE/GAL 3000 GAL	PICKED UP UNIT PRICE/GAL Full Transport Load
1.	316,900 Gal	CRS-2	_____	_____	_____
2.	10,000 Gal	MC-3000	_____	_____	_____
3.	42,700 Gal	PEP	_____	_____	_____
4.	1-Full Tanker Load	SS-1	_____	_____	_____
5.	150,000 Gal	CRS-2P	_____	_____	_____
6.	1-Full Tanker Load	MC-800	_____	_____	_____
7.	42,700 Gal	AEP	_____	_____	_____
8.	316,900 Gal	Emulsified Asphalt EA-90	_____	_____	_____
9.	150,000 Gal	Emulsified Asphalt EA-90P	_____	_____	_____
10.	Per Hour	Demurrage Charge			\$ _____/hr
11.		Demurrage Charge begins after _____ Hrs.			

The resulting contracts from this bid will be for the County of Boone – Missouri and the City of Columbia. Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County? _____ Yes _____ No

Delivery will be made within _____ days after receipt of order.

Maximum Percent Increase or Decrease from previous contract price at renewal time (will be used in evaluation of bid): _____%.

Renewal periods will be: July 1, 2009 – September 30, 2009
 October 1, 2009 – December 31, 2009
 January 1, 2010 – March 31, 2010
 April 1, 2010 – June 30, 2010
 July 1, 2010 – September 30, 2010
 October 1, 2010 – December 31, 2010
 January 1, 2011 – March 31, 2011

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name: _____

Address: _____

City/Zip: _____

Phone Number: _____

Fax Number: _____

Federal Tax ID: _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature: _____

Print Name and Title of Authorized Representative

Date: _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

“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 Boone County vendor list **for this service/commodity**, 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: MM57 – Bituminous Material – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

