



COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR BID

2016-13: PAINT MATERIALS

SUBMISSIONS SHALL BE ACCEPTED UNTIL

FRIDAY, MARCH 4 at 9:00 a.m. CST

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed bids will be accepted by the Cole County Commission for consideration in provision of the following:

2016-13 PAINT MATERIALS

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 9:00 a.m. on Friday, March 4, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecountypurchasing.org or by contacting Jennifer Prenger at jprenger@colecounty.org or (573) 634-9168.

NEWS TRIBUNE: February 7, 14 & 21
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

COMMISSION
(573) 634-9110

PURCHASING
1736 SOUTHRIDGE DRIVE
JEFFERSON CITY, MISSOURI 65109

PURCHASING
(573) 634-9168

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of Bidding and any special conditions set forth herein for the provision of PAINT MATERIALS for use by the Cole County Department of Public Works.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled “EXCEPTIONS”.

- 1.2 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

info@colecounypurchasing.org

- 1.3 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County’s response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounypurchasing.org.

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County. Interested parties may sign up, on a bid-by-bid basis, to be notified via email of issued addenda by going to the information page of any active bid at www.colecounypurchasing.org and submitting a valid email address at the bottom of the page under the “Bid Specifications & Plans” section.

The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications

shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

- 1.4 **RESPONSE PREPARATION.** A fully executed bid made upon the prescribed forms attached to these specifications, must:
- be submitted in a **sealed box or envelope identified by bid number, bid title, and bid opening date/time**. Only sealed submissions will be considered, all bids otherwise submitted will be rejected as irregular;
 - be complete and signed by an official authorized to obligate the agency or company submitting the response;
 - include **one (1) complete original and two (2) exact duplicates**.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.

- 1.5 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Friday, March 4 at 9:00 a.m. CST. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.
- 1.6 **ADVICE OF AWARD.** A bid tabulation of responses received will be included with the award notification letters sent, via email, to all bidders who submitted a response upon bid award.

2.0 TERMS AND CONDITIONS

- 2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission. Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and

conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be submitted in writing to info@colecountypurchasing.org and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the product, service or project, he or she shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecountypurchasing.org. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the Plans and Specifications. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material, product or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product, material and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **PRICES.** Prices must be stated in units of quantity specified and must be firm.
- 2.13 **DEFAULT.** In case of default by the bidder or contractor, the County may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.

- 2.15 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.16 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.
- 2.17 **SHIPMENTS.** Any shipments shall be F.O.B. destination, freight prepaid.
- 2.18 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product, material or service specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.19 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.20 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.21 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.22 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.
- 2.23 **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT.** The Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Cole County, Missouri.
- 2.24 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased. In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

BID SPECIFICATIONS

SECTION 1048.90 STANDARD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT

1048.90.1 Description. Acrylic waterborne pavement marking paint shall be capable of receiving and holding glass beads for producing retroreflective pavement marking.

1048.90.2 Material. The paint shall contain no more than 3,200 ppm lead or more than 800 ppm chromium, based on dry weight.

1048.90.2.1 General. The finished paint shall be formulated and manufactured from quality material and shall be a fast-drying, water-based, acrylic resin-type paint capable of withstanding air and roadway temperatures without bleeding, staining, discoloring or deforming. The dried paint film shall be capable of maintaining original dimensions and placement without chipping, spalling or cracking. The dry paint film shall not deteriorate from contact with normal roadway chemicals or materials.

1048.90.2.2 Acrylic Emulsion Polymer. The acrylic emulsion polymer used in the manufacture of the paint shall be Rohm & Haas E-2706, Dow DT211 or equal. Later generation acrylic emulsions may be substituted as approved by the engineer.

1048.90.2.3 Durability Testing. Determination of conformance to this specification will include, but will not be limited to, the evaluation of test data from NTPEP or other MoDOT approved facilities. The maintained retroreflectivity and durability shall be in accordance with the following requirements after being installed on at least one NTPEP test deck in a northern climate region for at minimum of six months, including December, January and February.

1048.90.2.3.1 Maintained Retroreflectivity. Photometric quantity to be measured will be the coefficient of retroreflective luminance (RL) in accordance with the requirements of ASTM E 1743 for 15-meter geometry or ASTM E 1710 for 30-meter geometry. The average RL for concrete and bituminous surfaces shall be expressed in millicandelas per footcandle per square foot and shall be at least 100 for 15-meter geometry or 75 for 30-meter geometry, when measured in the wheel path area.

1048.90.2.3.2 Durability. Paint shall have a durability rating of at least 4 for both concrete and bituminous surfaces when tested in the wheel path area of the NTPEP test deck.

1048.90.3 Mixed Paint.

1048.90.3.1 The paint shall be strained before filling using a screen or a sieving device no coarser than 40 mesh or equivalent.

1048.90.3.2 The volatile content of the finished paint shall contain less than 150 grams of volatile organic matter per liter in accordance with ASTM D 3960.

1048.90.3.3 The paint shall have the following physical properties:

Acrylic Waterborne Pavement Marking Paint Physical Properties Property Requirement

Viscosity, 77 F, KU 83-98

Grind (Hegman Gage), minimum 3

Laboratory Dry Time, ASTM D 711, @ 15 mil, minutes, max. 10

Laboratory Dry Time, ASTM D 711, @ 25 mil, minutes, max. 25

Dry Through Time, minutes, max. 150

1048.90.3.3.1 Color. For white, the color shall closely match Color Chip 37925 of Federal Standard 595b. For yellow, the color shall closely match Color Chip 33538 of Federal Standard 595b. Color determination will be made for markings and the diffuse daytime color of the markings shall be in accordance with the below CIE Chromaticity coordinate limits.

Color determination for liquid marking material will be made over the black portion of a 2A or 5C Leneta Chart or equal, at least 24 hours after application of a 15-mil wet film. Color readings will be determined in accordance with the requirements of ASTM E 1349 using CIE 1931 2-degree standard observer and CIE standard illuminant D65.

CIE Chromaticity Coordinate Limits (Initial)

Color

1 2 3 4

x y x y x y x y

White 0.334 0.357 0.334 0.317 0.297 0.357 0.297 0.317

Yellow 0.531 0.483 0.531 0.429 0.471 0.483 0.471 0.429

1048.90.3.3.2 Flexibility. The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952B.

1048.90.3.3.3 Water Resistance. The paint shall conform to Federal Specification TT-P-1952B. There shall be no blistering or appreciable loss of adhesion, softening or other deterioration after examination.

1048.90.3.3.4 Freeze-Thaw Stability. The paint shall show no coagulation or change in consistency greater than 10 Krieb Units when tested in accordance with Federal Specification TT-P-1952B.

1048.90.3.3.5 Heat Stability. The paint shall show no coagulation, discoloration or change in consistency greater than 10 Krieb Units when tested in accordance with Federal Specification TT-P-1952B.

1048.90.3.3.6 Dilution Test. The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

1048.90.3.3.7 Storage Stability. After 30 days of storage in a 3/4 filled, closed container, the paint shall show no caking that cannot be readily remixed to a smooth, homogeneous state, and shall show no skinning, livering, curdling or hard settling. The viscosity shall change no more than 5 Krieb Units from the viscosity of the original sample.

1048.90.3.3.8 Contrast Ratio. The minimum contrast ratio (hiding power) shall be 0.96 when drawn down with a 0.005 mil film applicator on a 2A or 5C Leneta Chart or equal and air-dried for 24 hours. The contrast ratio shall be calculated as follows:
Contrast Ratio = Black/White.

1048.90.3.3.9 Reflectance. The daylight directional reflectance of a 15-mil wet film, applied to a 2A or 5C Leneta Chart or equal and dried for a minimum of 24 hours, shall be no less than 84 percent for the white paint and no less than 50 percent for the yellow paint.

1048.90.3.3.10 Bleeding. The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Specification TT-P-1952B. The asphalt saturated felt shall be in accordance with ASTM D 226 for Type I.

1048.90.3.3.11 Dry Through Time. The paint shall be applied to a non-absorbent substrate at a wet film thickness of 15 ± 1 mil and placed in a humidity chamber controlled at 90 ± 5 percent relative humidity and 72.5 ± 2.5 F. The dry through time shall be determined in accordance with ASTM D 1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.

1048.90.4 Acceptance.

1048.90.4.1 Except as noted, each batch or lot of paint shall be sampled and approved by the engineer prior to use.

1048.90.4.2 No paint shall be used that is more than 15 months old.

1048.90.4.3 In addition to the requirements of Sec 1048.1.1, the certification supplied by the manufacturer shall include reference to the specific NTPEP test deck to which the paint formulation was applied, including NTPEP identification numbers and report numbers.

PREQUALIFICATION OF BIDDER

NO BID WILL BE CONSIDERED UNLESS THE FIRM SUBMITTING THE BID CAN MEET THE FOLLOWING CONDITIONS:

- 1. That it has in operation a plant adequate for, and devoted to, the manufacturing of the pavement marking paint that it proposes to furnish, and is capable of producing batch sizes consistent with the quantities to be delivered.
- 2. That it maintains a laboratory to scientifically control the product bid upon to assure accuracy and quality of formulation.
- 3. That it has produced fast drying waterborne traffic marking paint over the past year (1) with a successful application record.
- 4. Paint shall be manufactured within a 30 day time period from delivery.
- 5. Paint shall be in color coordinated containers.
- 6. Paint shall come delivered in 250 gallon totes

D. PURCHASING. The ready-mixed paint shall be purchased by volume, one (1) gallon shall mean two hundred thirty-one (231) cubic inches at seventy-seven (77) degrees Fahrenheit.

DERIVED FROM MHTD SPECS - MREP-91-06H (REV. 1-2-96)
RB/BIDDING/SIGNING/PAINTSPC.WPD

E. LIQUIDATED DAMAGE REQUIREMENTS. The contractor shall agree and understand that providing traffic marking paint in accordance with the requirements stated herein is considered critical to the efficient operations of the Cole County Department of Public Works. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the percentages identified below as liquidated damages shall be reasonable and fair under the circumstances.

- 1. In the event the contractor fails to provide traffic marking paint in accordance with the contractual requirements specified herein, the contractor shall agree and understand that the Cole County Department of Public Works shall solely determine which of the following percentages of deduction shall be assessed against the contractor for the contractor’s noncompliance, and such shall be final and without recourse.

Deduction Rate Table

Minor	5%
Slight	10%
Moderate	25%
Severe	50%

- 2. The contractor shall agree and understand that in the event ten (10) or more batches in a contract year are determined not to comply with the contractual requirements, the Cole County Department of Public Works reserves the right to increase the percentages listed above.
- 3. The contractor shall agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as direct payment to Cole County, at the sole discretion of Cole County.

4. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
5. The contractor shall agree and understand that all assessments of liquidated damages shall be in addition to, not in lieu of, the rights of Cole County to pursue other appropriate remedies.
6. The contractor shall understand and agree that the County's decision shall be final and without recourse.

BIDDER RESPONSE FORM

PAINT MATERIALS FOR STRIPING

BID NUMBER 2016-13

A. MANUFACTURER OF PAINT: _____

B. EXCEPTIONS TO SPECIFICATIONS: _____

C. STATEMENT OF WARRANTY: _____

D. PRICE PER GALLON OF YELLOW PAINT DELIVERED IN TOTES: \$ _____

TOTAL FOR A BASE BID OF 8,000 GALLONS OF YELLOW \$ _____

E. PRICE PER GALLON OF WHITE PAINT DELIVERED IN TOTES: \$ _____

TOTAL FOR A BASE BID OF 4,750 GALLONS OF WHITE \$ _____

PAINT SHALL BE MANUFACTURED WITHIN 30 DAYS OF DELIVERY DATE. The paint, when delivered, shall have MSDS information.

Delivery Time: _____ days

Bid must be firm for one year or state number of months. _____

Do you agree to Cooperative Procurement? YES ___ NO ___
(See Section 2.24)

Lowest bidder will be required to send samples for the county to have tested before bid will be awarded.

Company Name

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____

BID SUBMISSION CHECKLIST

- Fully executed cover page (page 1 of this document)
- Bidder Response Form (page 12 of this document)
- Anti-Collusion Statement signed by a Notary Public (page 13 of this document)
- ONE ORIGINAL and TWO EXACT DUPLICATES of the bid submission