



# COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR BID

**2016-20: PIPES**

*SUBMISSIONS SHALL BE ACCEPTED UNTIL*  
**FRIDAY, APRIL 15 at 9:00 a.m. Central**

*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

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

**2016-20      PIPES**

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, April 15, 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.colecounty.org](http://www.colecounty.org) or by contacting Jennifer Prenger at [jprenger@colecounty.org](mailto:jprenger@colecounty.org) or (573) 634-9168.

NEWS TRIBUNE: March 20, 27 & April 4

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

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### 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 PIPES 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@colecountypurchasing.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.colecounty.org/287/Purchasing](http://www.colecounty.org/287/Purchasing).

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 subscribe to receive email and/or text notifications of new bid opportunities and updates at [www.colecounty.org/287/Purchasing](http://www.colecounty.org/287/Purchasing).

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, April 15 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](mailto: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](http://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.

### 3.0 SPECIFICATIONS

- 3.1 **LITERATURE.** Bidders shall submit data of their materials with the bid. Any illustrative brochures, drawings and technical data on their product shall be furnished for product review.
- 3.2 **CORRUGATED STEEL PIPE, ARCH PIPE AND FLARED END SECTIONS.** Corrugated steel pipe, arch pipe, and flared end sections shall be in accordance with AASHTO Design M36 for riveted pipe and riveted arch pipe. Pipe-arches shall consist of corrugated metal pipe which have been reformed to multi-circle pipe having arch-shaped tops with slightly outwardly centered integral bottoms.
- 3.3 **SPIRAL (HELICAL) PIPE.** Spiral (helical) pipe shall not be substituted for annular riveted pipe
- 3.4 **COUPLING BANDS.** Coupling bands shall be standard in accordance with AASHTO Design M36. Bands shall include enough bolts for each band and Bands are to be two foot in width.
- 3.5 **FITTINGS.** Fittings shall be of the same gauge as pipe, continuously welded. Fittings shall be fabricated from eight (8) foot sections of pipe.
- 3.6 **SMOOTH WALL SPIRAL RIB PIPE.** Smooth wall spiral rib pipe to meet the following AASHTO Designs, Steel to meet M36 standards, aluminum to meet M196 standards. All smooth wall spiral rib to be built with H34 alloy.
- 3.7 **HDPE CULVERT REHABILITATION LINER.** All materials shall be according to ASTM F 714 and AASHTO M 326 and must have the Plastic Pipe Institute designation of PE 3608/3408. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. The HDPE pipe liner shall have a dimension ratio (DR) of 32.5 unless otherwise approved by the Engineer. The installed liner must have a smooth non-corrugated interior and exterior surface. The HDPE pipe liner must be capable of being joined into a continuous length by an interlocking method which will allow for pushing or pulling the liner into position. The joints must not reduce the interior liner diameter while maintaining a constant outside diameter. Interlocking joint systems shall have water tight joints. The County is looking for an end section that attaches to the liner for improved hydraulic capacity. "Snap-Tite Hydro-Bell Culvert Inlet Device" or equivalent is acceptable. A bidder may "NO BID" this product if it is unavailable to him/her.
- 3.8 **MATERIAL SPECIFICATIONS.** The material specifications for all pipe shall be in accordance with the currently effective (2004) version of the *Missouri Standard Specifications for Highway Construction*.
- 3.9 **Per ASTM D-2412:**
- The pipe and fittings shall be free of foreign inclusions and visible defects. All holes of any kind in the corrugation crests or sidewalls shall be considered unacceptable. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect the joint.
  - The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Corrugated fittings may either may be molded or fabricated by the manufacturer. Fittings supplied by manufacturers other than the supplier of the pipe will not be allowed.
  - The County Engineer or local approving agency shall in accordance with ASTM recommend Practice D-2321 or as specifies for installation. Manufacturers, certification that the product was manufactured, tested and supplied in accordance with this specification shall be furnished to the County Engineer upon request.

# ANTI-COLLUSION STATEMENT

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STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_  
\_\_\_\_\_ being first  
duly sworn, deposes and says that he/she 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**

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

# BIDDER RESPONSE FORM

Bid No. 2016-20: Pipes

## HIGH PERFORMANCE CORRUGATED POLYPROPYLENE PIPE (SMOOTH INTERIOR WALL)

PLASTIC PIPE	
DIAMETER	PRICE PER FOOT
12 INCH	
15 INCH	
18 INCH	
21 INCH	
24 INCH	
27 INCH	
30 INCH	
33 INCH	
36 INCH	
39 INCH	
42 INCH	
45 INCH	
48 INCH	
51 INCH	
54 INCH	
60 INCH	

## REINFORCED CONCRETE PIPE

CIRCULAR REINFORCED CONCRETE PIPES			
SIZE	CLASS II PRICE PER FOOT	CLASS III PRICE PER FOOT	CLASS IV PRICE PER FOOT
12 INCH			
15 INCH			
18 INCH			
24 INCH			
30 INCH			
36 INCH			
42 INCH			
48 INCH			
54 INCH			
60 INCH			
72 INCH			
78 INCH			
84 INCH			
90 INCH			
96 INCH			
108 INCH			

CIRCULAR CONCRETE FLARED END SECTIONS	
SIZE	EACH
12 INCH	
15 INCH	
18 INCH	
24 INCH	
30 INCH	
36 INCH	
42 INCH	
48 INCH	
54 INCH	
60 INCH	
72 INCH	
78 INCH	
84 INCH	
90 INCH	
96 INCH	
108 INCH	

**REINFORCED CONCRETE PIPE (CONT'D)**

*HORIZONTAL ELLIPTICAL REINFORCED  
CONCRETE PIPES*

SIZE			CLASS II PRICE PER FOOT	CLASS III PRICE PER FOOT	CLASS IV PRICE PER FOOT
14 INCH	x	23 INCH			
19 INCH	x	30 INCH			
24 INCH	x	38 INCH			
29 INCH	x	45 INCH			
34 INCH	x	53 INCH			
38 INCH	x	60 INCH			
43 INCH	x	68 INCH			
48 INCH	x	76 INCH			

*HORIZONTAL ELLIPTICAL PRECAST  
TAPERED END SECTIONS*

SIZE			EACH
14 INCH x	x	23 INCH	
19 INCH x	x	30 INCH	
24 INCH x	x	38 INCH	
29 INCH x	x	45 INCH	
34 INCH x	x	53 INCH	
38 INCH x	x	60 INCH	
43 INCH x	x	68 INCH	
48 INCH x	x	76 INCH	

**PIPE MASTIC**                      **PRICE PER 5 GALLON BUCKET**                      \$ \_\_\_\_\_

**AGREE TO COOPERATIVE PURCHASING (SECTION 2.24)?**                      **YES / NO**

\_\_\_\_\_  
Company Name