



COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR BID

2017-28: ASPHALT REPAIR SERVICES

SUBMISSIONS SHALL BE ACCEPTED UNTIL

FRIDAY, JUNE 16 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

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

2017-28 ASPHALT REPAIR SERVICES

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 9:00 a.m. on Friday, June 16, 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 or by contacting Jennifer Prenger at (573) 634-9168 or jprenger@colecounty.org.

NEWS TRIBUNE: May 21, 28 & June 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

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 furnishing of all labor, equipment and services necessary to complete various asphalt street repairs as may be requested within the County Of Cole on an as needed basis.

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.** 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:

Jennifer Prenger
jprenger@colecouny.org

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.

- 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. 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. The County assumes no liability if a contractor 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 SUBMISSION REQUIREMENTS. A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid 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. Fax and email submissions will not be considered. 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, June 16 at 9:00 a.m. Central. 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. Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response after bid award by the Cole County Commission.

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 accept, 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. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. 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 on a separate page clearly titled "EXCEPTIONS." 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 potential 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 directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. 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 item 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 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. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents. Bids qualified by escalator clauses may not be considered.

- 2.13 **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.
- 2.14 **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.
- 2.15 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.16 **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.
- 2.17 **SHIPMENTS.** All shipments shall be F.O.B. destination, freight prepaid to Jefferson City, Missouri.
- 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(s) or service(s) 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 **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. The resulting contract does not guarantee that all purchases of this nature will go to the successful respondent(s). 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.
- 2.20 **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.
- 2.21 **EVALUATION.** The County’s sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgment the contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 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 **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.

2.24 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County 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.

2.25 **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.

2.26 **CONTRACT TERMINATION.**

2.26.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.26.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.27 PREVAILING WAGE AND LABOR STANDARDS.

2.27.1 PREVAILING HOURLY RATE OF WAGES. The principal contractor and all subcontractors shall pay not less than prevailing hourly rate of wages for each craft or type of workman required to execute this contract as determined by the Department of Labor and Industrial Relations of Missouri as set out in Wage Order 24, attached to and made part of these specifications. (Section 290.250 RSMo) The Contractor will forfeit a penalty to the County of \$100 per day (or portion of the day) for each worker that is paid less than prevailing rate for any work done under the contract by the Contractor or by any subcontractor. (Section 290.250 RSMo)

2.27.2 SAFETY TRAINING. The Contractor and all subcontractors must require all on-site employees to complete the ten-hour OSHA safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the County of \$2,500 plus an additional \$100 for each employee employed by the Contractor or subcontractor, for each calendar day or portion thereof, such employee is employed without the required training (Section 292.675 RSMo)

2.28 BID BOND. No Bid Bond will be required for the work contemplated herein.

2.29 PERFORMANCE BOND. A Performance Bond will be required if total bid amount exceeds \$24,999. The successful Bidder shall provide a Bond, Certified Check, Cashier's Check or Bank Money Order payable to the County of Cole for an amount equal to One Hundred Percent (100%) of the awarded portion of work before work is commenced guaranteeing the Contractor's performance of the work as specified and awarded. Said bond shall be in a form approved by the County and shall be by such company or companies as may be acceptable to the County in its sole and absolute discretion. The amount of the bond shall be equal to the dollar amount of the Contractor's accepted proposal and accepted by Cole County.

3.0 SCOPE OF SERVICES

3.1 **OVERVIEW.** Work contemplated herein consists of furnishing all labor, material, equipment and services- including traffic control as necessary- to do asphalt street repairs throughout the County as may be requested by the Cole County Department of Public Works on an as needed, if needed basis. Work shall be completed throughout the term of the one-year contract resulting from this solicitation and any subsequent contract extensions.

All mobilization shall be included in your proposed prices.

The County reserves the right to add or delete any identified work. All work performed shall be measured and paid based on the contract unit prices identified in the accepted bid proposal(s).

3.2 **TERM OF CONTRACT.** It is the intent of Cole County to establish a one-year contract with the inclusion of an option for renewal under the same terms and conditions, if mutually agreeable to both parties, for up to two (2) additional one (1) year periods with an annual price adjustment not to exceed three percent (3%). The initial contract start date will be determined after approval of the agreement of the Cole County Commission.

3.3 **AWARD.** A multi-party bid award is anticipated. Cole County will use the lowest and best bidder available at the time to do repair work throughout the County.

3.4 **LOCATION AND DESCRIPTION OF WORK.** The work to be performed, in general, consists of removing and replacing damaged sections of existing asphalt pavement. The work shall include traffic control, saw cutting, excavation, and removal of existing asphalt as well as placing new asphalt and compacting asphalt to a maximum density. Contractor will furnish the all materials need to do these repairs to include asphalt and trucking.

To provide guidance to the bidders in preparing their proposal, the type of work expected to be performed is as follows:

The County will issue work orders to the Contractor to perform repair/replacement of sections of asphalt streets, or perform other asphalt repairs as listed in the Proposal Schedule at one or more locations during the term of the contract. While there will be no minimum quantities for work the County will use its best efforts to ensure that the work order contains no less than 25 square yards of street repair. The Department of Public Works will also use its best efforts to group work so that a minimum of 25 square yards or more work will be on each street location. The quantities may not be continuous sections, but will be on the same street location

All work performed shall be measured and paid for based on the contract unit prices listed in the Proposal Schedule.

Prior to commencement of work, the Cole County Department of Public Works will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work. Public Works will place markings on the sidewalk or street to identify the limits of the work to be performed.

3.5 **TRAFFIC CONTROL.** Contractor shall be responsible for providing all traffic control measures necessary to divert users safely around work areas. This includes, but is not limited to, placing signage, barricades, cones, temporary walkways, etc.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project. Access for local traffic must be maintained.

LANE CLOSURES AND DETOURS

No more than one-half (1/2) of the roadway shall be closed to traffic at any time, and traffic in both directions shall be maintained at all times. Open excavations and trenches shall be adequately covered and signed when no work is being performed.

3.6 GENERAL REQUIREMENTS.

3.6.1 Contractor shall assign and identify one person that Cole County Public Works can contact regarding the work throughout construction.

3.6.2 Contractor shall be responsible for jobsite security, safety, and cleanliness and shall properly barricade, secure, and delineate all areas from the time work begins until the work is complete and the areas are opened for use.

3.6.3 Any excavated areas shall not be left open over the weekend or, only if approved in advance by the County, caution tape and signage shall be installed all along projects to protect public for injury. Debris cannot be stored on site and must be removed promptly. The County will provide a location to the contractor to dump all removed material if needed.

3.6.4 All work must be in compliance with the standards and specifications set forth in the City of Jefferson guidelines.

3.7 NOTIFICATIONS.

3.7.1 The Cole County Department of Public Works will notify any occupants of properties to be affected by the work.

3.7.2 It will be the responsibility of the contractor to do all one call tickets and notify any utility in the work area before beginning work.

3.8 COMPENSATION.

3.8.1 Payment for all work items shall be paid as identified in the Proposal Schedule. Progress payments shall itemize and account for the costs and quantities of work based on each location of work.

3.8.2 From the total amount of work items of each estimate, there will be deducted five (5) percent. The retained percentage will be released as provided in Sec. 3.8.3.

3.8.3 Prior to any release of final payment, the Contractor shall file with the County the following:

- a. An affidavit to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract;
- b. Lien Waivers signed by each supplier furnishing materials to the project and/or each subcontractor providing services/materials for the project releasing all claims to said materials and services;

- c. The Contractor and all subcontractors shall file an affidavit stating that each has fully complied with the provisions and requirements of the Prevailing Wage Law;
- d. Any other documents which may be required by the contract.

BID NUMBER 2017-28
ASPHALT REPAIR SERVICES

PROPOSAL SCHEDULE

PLEASE PROVIDE A UNIT PRICE, INCLUSIVE OF ALL MOBILIZATION COSTS, FOR THE DESCRIBED WORK:

ITEM	DESCRIPTION	MIN. UNITS	UNIT PRICE
1.	Asphalt street repair	0-25 sq. yd.	\$_____ per sq. yd.
2.	Asphalt street repair	26-50 sq. yd.	\$_____ per sq. yd.
3.	Asphalt street repair	51-100 sq. yd.	\$_____ per sq. yd.
4.	Asphalt street repair	101 plus sq. yd.	\$_____ per sq. yd.

Unit price paid will be determined by the TOTAL unit quantity required to complete the job.

Business 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: _____
