

COUNTY OF COLE – MISSOURI



REQUEST FOR BID 2019-07: COLD MILLING & ASPHALT PAVING SERVICES

SUBMISSIONS SHALL BE ACCEPTED THROUGH
THURSDAY, FEBRUARY 14, 2019 AT 11:00 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 set forth herein, all attachments and the contents of any addendum or amendment 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:

11:00 AM BID OPENING:

2019-07 COLD MILLING & ASPHALT PAVING SERVICES
2019-08 PIPES
2019-09 GLASS BEADS

3:30 PM BID OPENING:

2019-10 SIGN MATERIALS
2019-11 PAINT MATERIALS
2019-12 ASPHALT MATERIALS

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri through the above-listed times on Thursday, February 14, 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: Jan 20, 27 & Feb 3

Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION
PURCHASING
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

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 cold milling and asphalt paving services 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 within their response 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, Purchasing Agent
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.colecouny.org. All issued addenda are incorporated by reference as if fully set out herein. An addendum may contain information that could affect bid responses. 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 thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement. 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 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 **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;
- Be complete and signed by an official authorized to obligate company submitting the bid;
- Include (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 accepted or considered. Responses will be time and date stamped; those received late will be determined non-responsive without exception. Late bids may be returned unopened to the respondent upon request within ten (10) business days after the bid opening. All returns will be made at the respondent's expense.

1.5 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, February 14 at 11:00 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.** Upon bid award by the Cole County Commission, award notification letters, including a bid tabulation summarizing responses received, will be sent via email to all parties submitting a response.

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 contracts; 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 Cole 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 by a respondent. 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 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 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 **EVALUATION & BASIS OF AWARD.** 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. 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.

- 2.13 **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.
- 2.14 **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 **DELIVERY.** If requested, the delivery date 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 or project if delivery is not made or work not started as guaranteed.
- 2.16 **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.
- 2.17 **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.
- 2.18 **SHIPMENTS.** All shipments and deliveries shall be F.O.B. destination, freight prepaid to Jefferson City, Missouri.
- 2.19 **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.
- 2.20 **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 award or contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes primary vendor(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 need and maintain the quoted pricing.
- 2.21 **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.
- 2.22 **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.
- 2.23 **APPROPRIATION OF FUNDS.** Financial obligations of Cole County payable after the first fiscal year the system is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to Cole County.

2.24 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, and/or any other government entity may or may not request an unknown quantity of goods or services under this bid during the effective period or resulting agreement period at the same prices, terms and conditions.

If the awarded party agrees to cooperative procurement, it is agreed and understood that each participating political subdivision will make its own separate contract with the awarded party; that each participating political subdivision shall only be liable to the awarded party for service, materials or supplies for which it has directly contracted without any liability for purchases contracted for by any other participating political subdivision; and each awarded party shall be required to bill each participating political subdivision separately and directly for the service, materials or supplies it has purchased.

In the event of any dispute between a political subdivision and a awarded party arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the awarded party.

2.25 **DOMESTIC PRODUCT PROCUREMENT ACT.** The respondent 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.

2.26 **INSURANCE REQUIREMENTS.** The successful bidder shall provide and maintain for the duration of the contract, insurance acceptable to and approved by Cole County. A Certificate of Insurance which names the County as additional insured, requiring a thirty (30) day mandatory cancellation notice, per the following requirements is to be furnished within fifteen (15) calendar days following the notice of award, and prior to work proceeding under this contract.

2.26.1 **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 sites of the work, per statutory limits.

2.26.2 **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect them 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. The amounts of insurance shall be as follows:

- **PUBLIC LIABILITY INSURANCE.** In an amount not less than \$1,000,000 single limit for any one occurrence covering both bodily injury and property damage, including accidental death, \$3,000,000 aggregate.
- **AUTOMOBILE PUBLIC LIABILITY AND PROPERTY DAMAGE.** The Contractor shall maintain during the life of the contract, automobile public liability insurance in the amount of not less than \$1,000,000 single limit for any one occurrence and not less than \$250,000 per individual, 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 automobiles both on and off the site of the work.
- **OWNER'S CONTINGENT OR PROTECTIVE LIABILITY AND PROPERTY DAMAGE.** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the District 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. It is preferred that this policy includes a

provision for alleged assault and battery. The minimum amounts of such insurance will be \$1,000,000 per occurrence; \$2,000,000 aggregate.

2.26.3 **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, the Contractor shall indemnify and hold harmless Cole County, its 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, or of anyone directly or indirectly employed by Contractor or by anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County from its own negligence.

2.27 **CONTRACT TERMINATION.**

2.27.1 **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.

2.27.2 **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.

- 2.28 **PREVAILING WAGE/LABOR STANDARDS.** Public works projects for which cost exceeds \$75,000 are subject to prevailing wage/labor standards.
- 2.28.1 **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 25, 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)
- 2.28.2 **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 \$2500 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)
- 2.29 **PERFORMANCE AND PAYMENT BOND.** A Performance and Payment Bond will be required upon the execution of a contract for any project for which total costs exceeds \$50,000. 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 total dollar amount of the Contractor's proposal as accepted by Cole County.

BIDDER RESPONSE FORM
Bid No. 2019-07, Cold Milling and Asphalt Paver

PRICES ARE FOR HOURLY RATES FOR MILLING MACHINE WITH AN OPERATOR; THE COST FOR GROUND MEN AND WATER TRUCK, IF REQUIRED, ARE TO BE INCLUDED IN THIS PRICE. DAILY MOBILIZATION COSTS ARE TO BE PRICED SEPARATELY. IF AVAILABLE, COST FOR SKID STEER AND BROOM ARE REQUESTED.

<u>ASPHALT MILLING</u>	Price (per hour)
4 Foot Head	\$_____
6 Foot Head	\$_____
7 Foot Head	\$_____

<u>CONCRETE MILLING</u>	Price (per hour)
4 Foot Head	\$_____
6 Foot Head	\$_____
7 Foot Head	\$_____

Daily Mobilization Costs for Milling Machine:	\$_____
Skid Steer with Clean-up Broom & Operator:	\$_____

PRICES ARE FOR HOURLY RATES FOR A TRACK TYPE ASPHALT PAVER WITH A MIN SCREED WIDTH OF 18 FEET, PRICE TO INCLUDE AN OPERATOR FOR THE PAVER, AND TWO LABORERS TO OPERATE THE SCREED. COLE COUNTY TRUCKS WILL BE USED TO HAUL ASPHALT MATERIALS TO THE PAVER.

ASPHALT PAVER SPECIFICATIONS

Paver	\$_____ per hour
Mobilization Costs	\$_____ per day

PRICE MUST BE FIRM FOR ONE (1) YEAR OR STATE NUMBER OF MONTHS _____

DO YOU AGREE TO COOPERATIVE PROCUREMENT (SECTION 2.24)? Y__ N__

 Business Name

 Date

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 10 of this document)
- Anti-Collusion Statement signed by a Notary Public (page 12 of this document)
- ONE ORIGINAL and TWO EXACT DUPLICATES of the bid submission
- Response delivered to the Cole County Commission in a sealed envelope identified by bid number, bid title, and bid opening date/time