



Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Request for Bid (RFB)

Tyson Boldan, Buyer

(573) 886-4392 – Fax: (573) 886-4390

Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **57-14DEC11**

Commodity Title: **Crack Maintenance Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, December 14, 2011**

Time: **1:15 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Purchasing Department is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, December 14, 2011**

Time: **1:15 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

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Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for November 30, 2011 at **10:00 A.M.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Certificate**
- Certification of Individual Bidder**
- Affidavit**
- Work Authorization Certification**
- Standard Terms and Conditions**
- No Bid Response Form**
- Special Provisions**
- Details**

1. **Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any

resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to perform crack filling and/or crack sealing on roads as directed by the Boone County Personnel.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 01, 2012 through December 31, 2012 and may be automatically renewed for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 2.2.1 **Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.3. **QUANTITY** – Approximately 40,000 lbs. of crack filling material is anticipated to be provided and installed by the Contractor by any or all methods bid by the Contractor. This quantity is an **estimate only** and is based on anticipated future requirements, and as such, does not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities estimated as needed. The County will direct the Contractor as to which methods will be used. The County does not guarantee a minimum quantity.
 - 2.3.1. **Additional Information** – A list will be provided to the Contractor prioritizing roads to receive treatments. The contractor shall work on roads generally in the order provided.
 - 2.3.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.3.3 If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – Crack Filling and Crack Sealing for both Bituminous and PCC pavements will be paid by the pound of sealant/filler material installed per specifications. Contractor shall provide Boone County with documentation of quantity used throughout project as requested and upon completion of work. All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the technical specifications included in this document – **See Special Provisions**
 - 2.6.1. **Installation** – All work shall be done in accordance with the technical specifications included in this document – **See Special Provisions**
 - 2.6.2. **Warranty** - The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.
- 2.7. **BIDDERS RESPONSIBILITIES**
 - 2.7.1. It is the bidder's responsibility to inspect the streets to determine the full extent of the work necessary to complete all work indicated in the bid documents. If the bidder is in doubt of the extent of the work, questions should be raised at least 10 days prior to the bid opening.

- 2.7.2. No sub-contracting will be allowed in this project. All work must be done exclusively by bidder.
- 2.7.3. All work done under this term and supply will be inspected by Boone County personnel.
- 2.8. **BIDDERS EXPERIENCE AND QUALIFICATIONS** – The bidder shall include in the response, written documentation on their qualifications to perform crack filling and crack sealing work and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of **Attachment A**.
- 2.9. **SCHEDULING** – Work shall be done while conditions are compatible with requirements in the Special Provisions and with manufacturer’s recommendations. Boone County Personnel will provide Contractor with a list of roads to be treated. All work shall be completed in a timely manner agreed upon by the Contractor and County, but should generally proceed at not less than 2 lane miles per calendar day. Weekly, the contractor shall give a report to Boone County personnel noting which roads have been completed and the amount of material installed per specifications.
- 2.11. **PREVAILING WAGE – PREVAILING WAGE IS NOT REQUIRED AS PART OF THIS CONTRACT**
- 2.12. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.12.1. **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 site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.12.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included
- The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and

excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.12.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.12.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.12.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.15. **LIEN WAIVERS** - Prior to the release of contract amount, 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 releasing all claims to said materials;
 - c) lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.16. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management Department at the following address: 801 E. Walnut, Room 315, Columbia, MO 65201. Payment shall be made within 30 days of receipt of a complete invoice.
- 2.17. **DESIGNEE** – Boone County Resource Management Department
- 2.18. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our 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.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

	2012 Unit Price	1 st 1 Year Max. Renewal Increase	2 nd 1 Year Max. Renewal Increase
4.7.1. Bituminous Pavement Crack Filling:	\$ _____ /lb.	_____ %	_____ %
4.7.2. Bituminous Pavement Crack Sealing :	\$ _____ /lb.	_____ %	_____ %
4.7.3. PCC Pavement Joint/Crack Filling:	\$ _____ /lb.	_____ %	_____ %
4.7.4. PCC Pavement Joint/Crack Sealing:	\$ _____ /lb.	_____ %	_____ %

4.7.5 The Bidder will require notice a minimum of _____ days between assignment of work and beginning the work.

4.7.6 Will the bidder require a minimum quantity of material to be performed by this contract? _____
If so, please describe: _____

4.7.7 Will the bidder require a minimum quantity of material to be performed per mobilization request? _____
If so, please describe: _____

4.8. Bidders must include all information required in Section 2.8. with their bid response.

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name:

4.10.3. Today's Date: _____

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
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3. General type of work preformed:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefor:

5. List references:

Dated at _____

this _____ day of _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

(Please complete and return with Contract)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



Standard Terms and Conditions

Boone County Purchasing

613 E. Ash, Room 109

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 57-14DEC11 – Crack Maintenance Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

SPECIAL PROVISIONS

Bituminous Pavement Crack Sealing

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of preparing (including routing) and sealing cracks in bituminous pavement as shown on the plans or as directed by Boone County personnel.

1.2 BASIS OF PAYMENT

A. Bituminous Pavement Crack Sealing will be paid by the pound for the actual amount of material installed per specifications.

1.3 MEATHOD OF MEASUREMENT

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

PART 2 – PRODUCTS

2.1 MATERIAL

A. The sealant shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.

B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

PART 3 – CONSTRUCTION REQUIREMENTS

- 3.1 The contractor shall perform Bituminous Pavement Crack Sealing as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The sealant manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the sealant in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Sealant shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack sealant in accordance with the manufacturer's recommendations.
- 3.5 Cracks shall be routed or sawed to provide a reservoir centered over the existing crack. The reservoir shall be slightly larger than the existing crack, with a minimum size of 1/2 inch wide x 1/2" deep. If backer rod is to be used, the crack shall be routed or sawed the additional depth needed to maintain the required thickness of material as shown in the details.
- 3.6 Backer Rod should be used when the crack width is 1/2" or wider, or when neglecting its use would result in excessive use of sealant.

- 3.7** The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack sealing shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.
- 3.8** The sealant shall be applied to the reservoir from the bottom up. The reservoir shall be slightly overfilled and excess material squeegeed with a V or U-shaped squeegee, level to the adjoining surface pavement forming a wipe zone 3 to 4 inches wide. Alternately a combination wand tip/squeegee disk may be used if similar results can be achieved.
- 3.9** The contractor shall apply a light coating of sand or other blotting material to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. No additional payment will be made for sand or blotting material.

PART 4 – PERFORMANCE

- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

END OF SECTION

Portland Cement Concrete Pavement Joint/Crack Sealing

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of preparing and sealing existing transverse and longitudinal joints, and cracks in Portland Cement Concrete Pavement (PCCP) as as directed by Boone County personnel.

1.2 BASIS OF PAYMENT

A. Portland Cement Concrete Pavement Joint/Crack Sealing will be paid by the pound for the actual amount of material installed per specifications.

1.3 MEATHOD OF MEASUREMENT

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

PART 2 – PRODUCTS

2.1 MATERIAL

- A. The sealant shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

PART 3 – CONSTRUCTION REQUIREMENTS

- 3.1 The contractor shall perform Portland Cement Pavement Joint/Crack Sealing as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The sealant manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the sealant in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Sealant shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack sealant in accordance with the manufacturer's recommendations.
- 3.5 Cracks shall be routed or sawed to provide a reservoir centered over the existing crack. The reservoir shall be slightly larger than the existing crack, with a minimum size of 3/8 inch wide x d/4 deep, where d is the thickness of the pavement. If backer rod is to be used, the crack shall be routed or sawed the additional depth needed to maintain the required thickness of material as shown in the details.

- 3.6** The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack sealing shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.
- 3.7** Sealant shall be applied to the joint or reservoir uniformly from the bottom to slightly below the surface (~1/8"). Do not squeegee or smear. Any excess material shall be removed from the pavement surface immediately.

PART 4 – PERFORMANCE

- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

END OF SECTION

Bituminous Pavement Crack Filling

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of preparing and filling cracks in bituminous pavement as directed by Boone County personnel.

1.2 BASIS OF PAYMENT

A. Bituminous Pavement Crack Filling will be paid by the pound for the actual amount of material installed per specifications.

1.3 MEATHOD OF MEASUREMENT

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

PART 2 – PRODUCTS

2.1 MATERIAL

- A. The filler material shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

PART 3 – CONSTRUCTION REQUIREMENTS

- 3.1 The contractor shall perform Bituminous Pavement Crack Filling as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The filler material manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the filler material in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Filler material shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack filler material in accordance with the manufacturer's recommendations.
- 3.5 Backer Rod should be used when the crack width is 1/2" or wider, or when neglecting its use would result in excessive use of sealant.
- 3.7 The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack filling shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or

filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.

- 3.8 The sealant shall be applied to the reservoir from the bottom up. The reservoir shall be slightly overfilled and excess material squeegeed with a V or U-shaped squeegee, level to the adjoining surface pavement forming a wipe zone 3 to 4 inches wide. Alternately a combination wand tip/squeegee disk may be used if similar results can be achieved.
- 3.9 The contractor shall apply a light coating of sand or other blotting material to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. No additional payment will be made for sand or blotting material.

PART 4 – PERFORMANCE

- 4.1 The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

END OF SECTION

Portland Cement Concrete Pavement Joint/Crack Filling

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of preparing and filling cracks in Portland Cement Concrete Pavement, as directed by Boone County personnel.

1.2 BASIS OF PAYMENT

A. Bituminous Pavement Crack Filling will be paid by the pound for the actual amount of material installed per specifications.

1.3 MEATHOD OF MEASUREMENT

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

PART 2 – PRODUCTS

2.1 MATERIAL

A. The filler material shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.

B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

PART 3 – CONSTRUCTION REQUIREMENTS

3.1 The contractor shall perform Portland Cement Pavement Joint/Crack Filling as directed by Boone County Personnel on cracks 1/8" wide and wider.

3.2 The filler material manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the filler material in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.

3.3 Filler material shall not be placed when the pavement is wet.

3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack filler material in accordance with the manufacturer's recommendations.

3.5 The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack filling shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.

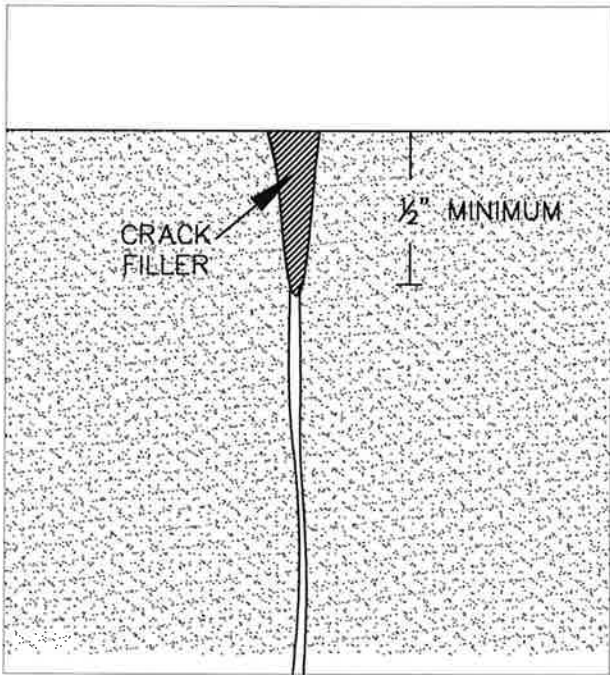
- 3.7** Filler material shall be applied to the joint or reservoir uniformly from the bottom to slightly below the surface (~1/8"). Do not squeegee or smear. Any excess material shall be removed from the pavement surface immediately.

PART 4 – PERFORMANCE

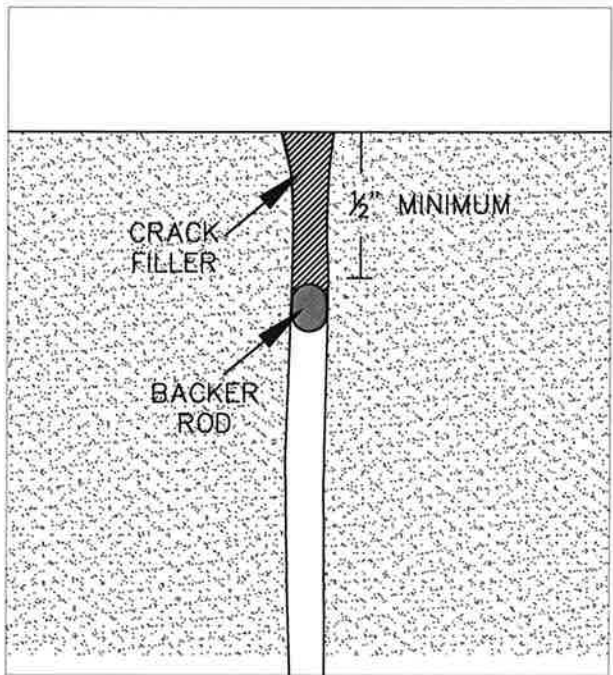
- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

END OF SECTION

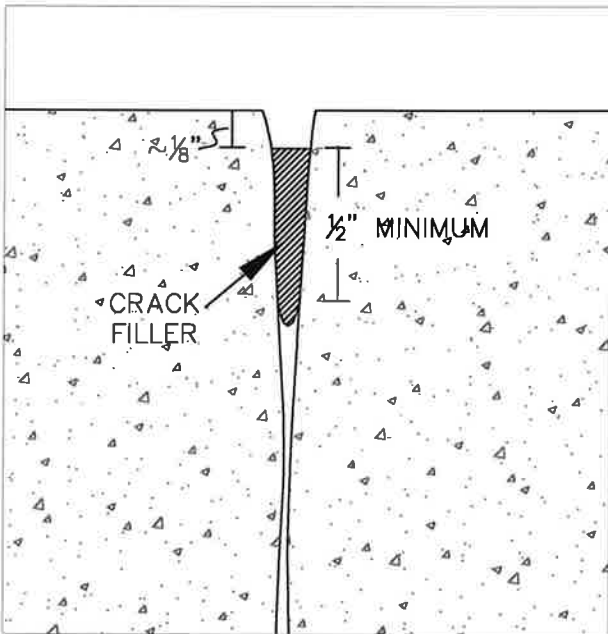
DETAILS



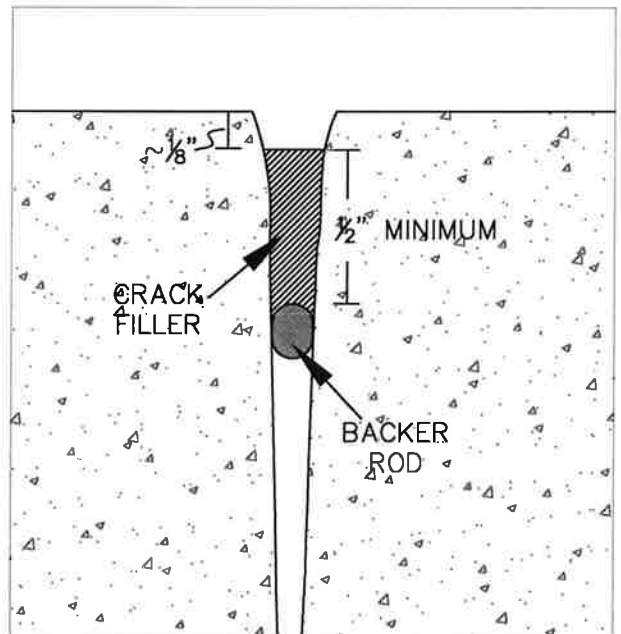
BITUMINOUS PAVEMENT CRACK FILLING
NOT TO SCALE



BITUMINOUS PAVEMENT CRACK FILLING w/ BACKER ROD
NOT TO SCALE



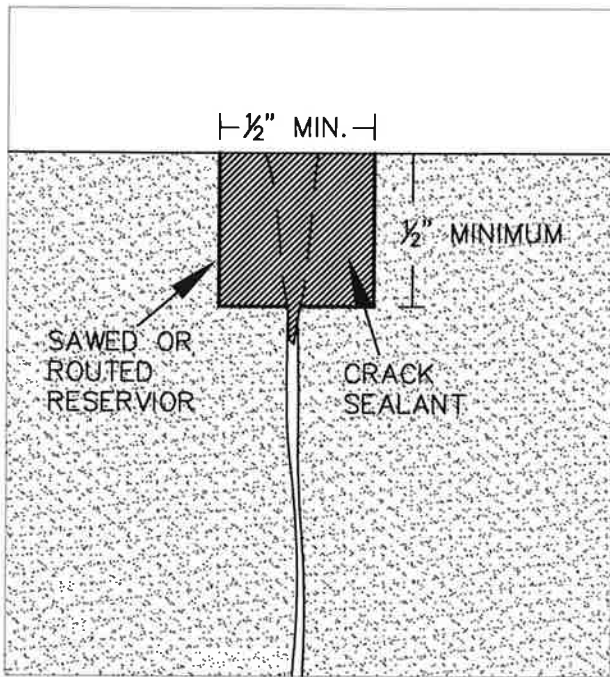
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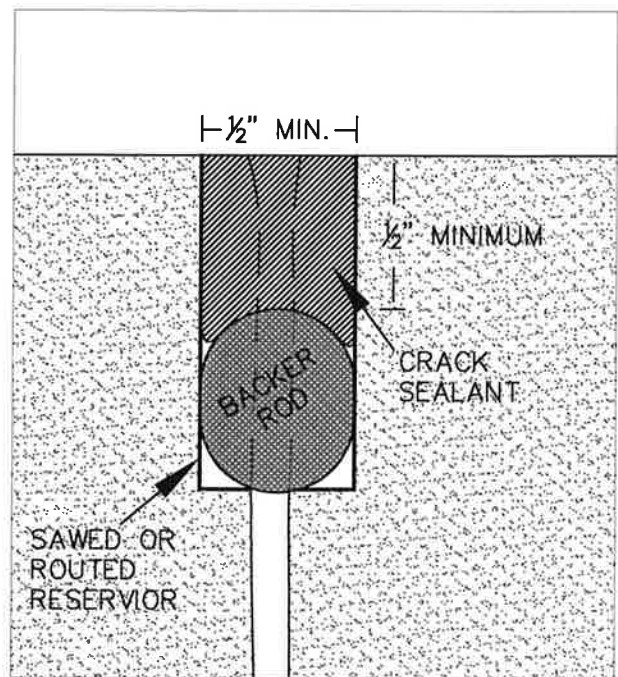
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NOT TO SCALE

CRACK FILLING DETAIL

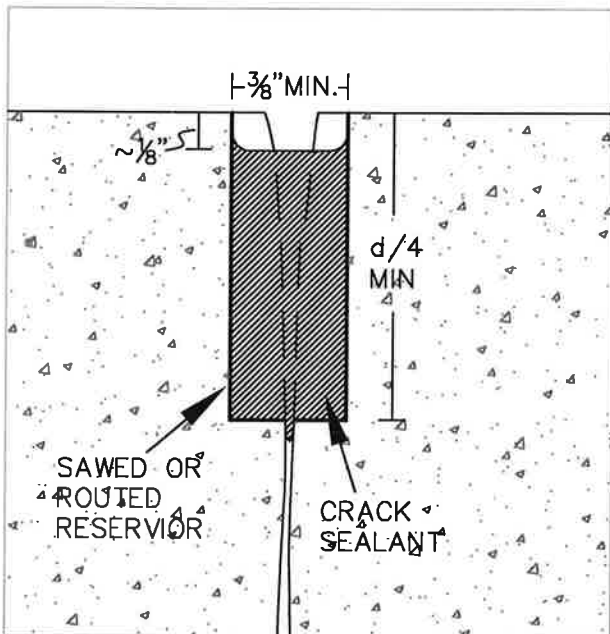
FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS



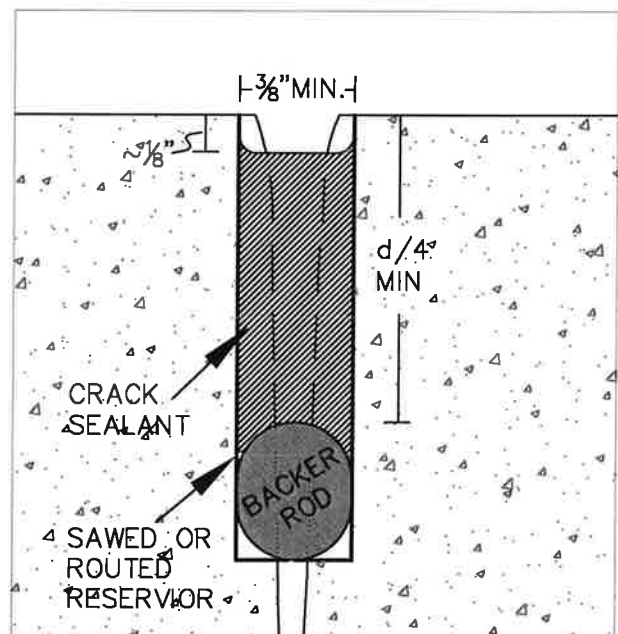
BITUMINOUS PAVEMENT CRACK SEALING
NOT TO SCALE



BITUMINOUS PAVEMENT CRACK SEALING w/ BACKER ROD
NOT TO SCALE



PCC PAVEMENT JOINT/CRACK SEALING
NOT TO SCALE



PCC PAVEMENT JOINT/CRACK SEALING w/ BACKER ROD
NOT TO SCALE

CRACK SEALING DETAIL

FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS