



LEGAL NOTICE

REQUEST FOR BID SEALED BID 13-010

For

Crack Sealing Material

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Crack Sealing Material**. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**13-010 Crack Sealing Material**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in **blue** ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 12/27/2012 at 12:00 PM, in Room 523 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Department at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Highway Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **4:00 PM** on **12/18/2012**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid [or Proposal] Inquiries”, concerning this request is prohibited PRIOR TO BID [OR PROPOSAL] OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County.

Any Offeror engaging in such prohibited communications prior to Bid [or Proposal] Opening may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

BID SPECIFICATIONS

SOLICITATION: St. Charles County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide St. Charles County with Crack Seal Material as per specifications called for herein.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, **not restrictive**. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. **The County shall determine in its sole discretion whether a product is acceptable as an equivalent.**

Item Number	Feature Description	Meets	Exceeds	Not available or does not meet spec
1)	Hot poured rubber asphalt sealer type material in accordance with the requirements of ASTM D6690 Type II and AASHTO M301 or the latest revision thereof.			
2)	Hot poured rubber asphalt sealer type material in accordance with the requirements of ASTM D6690 Type I and AASHTO M173 or the latest revision thereof. This material must have a minimum of 18% recycled rubber by weight of asphaltic components.			
3)	The rubber asphalt sealer must be able to be heated to usable temperatures more than once.			

All responses of **Exceeds or Not Available or does not meet spec** shall be explained on the *Exception Sheet* included in this packet. Cite the corresponding Item Number of the feature involved.

The material will be sampled by the Highway Department periodically over the course of the contract.

The material shall be bid to include delivery of a full truck load to the St. Charles County Highway Department at 176 Sprock Road, Wentzville, Missouri and pickup by County of smaller quantities from the supplier.

Provide with the bid, complete material specifications and MSDS Sheets for each material quoted.

All bids shall be in effect until new bids are let in 2014.

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

BID FORM

13-010

Crack Seal Material

BID OPENING DATE: 12/27/2012 at 12:00 PM

(Bidder name)

Submits the following bid for this project:

Based on a truck load delivered:

Approximate pounds per truck load _____ lbs

Material Price per LB. (D6690 Type II) Bid Price \$_____ per lb

Material Price per LB. (D6690 Type I) Bid Price \$_____ per lb

Based on County picking up a small quantity from supplier:

List location from which County would make pickup _____

Material Price per LB. (D6690 Type II) Bid Price \$_____ per lb

Material Price per LB. (D6690 Type I) Bid Price \$_____ per lb

Authorized signature

Date _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all bid terms and conditions)

Date: _____