



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 13-146**

For

**Asphalt Overlay Material Testing Services
STP-7302(633)**

For

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

St. Charles County is seeking bids for **Asphalt Overlay Material Testing Services**. 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 [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**13-146 Asphalt Overlay Material Testing Services**” 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 8/29/2013 at 10:00 AM, 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 Manager 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:

Nathan Tormala, Highway Construction Manager
St. Charles County Government
Highway Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7307
highway@sccmo.org

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid 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 Federal, State or Local taxes, fees and 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.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Insurance

Worker's Compensation and Employer's Liability: The successful contractor and each subcontractor shall maintain a policy of Worker's Compensation insurance, or be a qualified self-insurer, providing Statutory limits and Employer's Liability coverage with limits of no less than \$500,000 during the life of the contract.

Automobile, General Liability (including products and completed operations) and Property Damage: The Contractor and any subcontractor(s) shall maintain throughout the life of the contract comprehensive General liability insurance, including completed operations, in an amount of not less than \$1,000,000 for bodily injury or death to any one person; \$3,000,000 per occurrence is an acceptable alternative. Property damage coverage of at least \$1,000,000 shall be maintained. The policy shall be endorsed so that the General Aggregate limit applies separately to each authorized project. Automobile coverage must include non-owned vehicles.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County. The policy must specifically state that the coverage, as it pertains to the County, shall be primary; that any or all insurance carried by an additional insured is strictly excess and secondary, and will not contribute to the Contractor's policy.

The Contractor and each subcontractor agree to furnish Saint Charles County with a Certificate of Insurance naming them as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation.

Transient Employer

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage for workers compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, be liable for a penalty of \$500 per day until notices required by this section are posted as required by that statute

Certificate of Authority

All foreign corporations transacting business on a project for St. Charles County must obtain a **Certificate of Authority form Corp-42** from the Missouri Secretary of State. Failure to obtain a certificate shall subject the corporation to a fine of not less than one thousand dollars (see sections 351.572 and 351.574, RSMo).

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

Services anticipated under this proposal include material testing (bituminous pavement) as required for the asphalt overlay of the following roadways in St. Charles County: Diehr Road, Josephville Road, Gutermuth Road, Peine Road, and St. Peters-Cottleville Road (approximately 33,690 feet).

Federal funds are to be used in the construction of this project, so all testing will be subject to review and approval of representatives of both the St. Charles County Highway Department and the Missouri Department of Transportation. **All representatives must be MoDOT certified in the discipline of work to be performed and 24 hour notice must be given prior to personnel or change of personnel reporting to the job site.**

The County intends to issue a Notice to Proceed on or about September 30, 2013 for the material testing project. All prices submitted as part of this proposal are to be per each test, as described, and are to be good for the duration of the project, which by contract is noted to be 30 calendar days. The County will not be held responsible for extensions of time necessary to complete the work because of utility delays, weather delays and/or for the contractor's inability to complete the work within the allotted time.

The type and number of tests to be conducted on this project are estimated and are based on a testing frequency as follows:

Aggregate Gradation and Asphalt Content – one sample per every 500 tons of asphalt
Asphalt Surface Pavement Compaction – every 1000 feet per lane per lift of asphalt

Once work on the project gets underway, the selected testing agency will be expected to respond to the County's request for testing within 24 hours of notification by the County.

Tests are to be run by individuals with the necessary background and training (**MoDOT certified**) to properly conduct and report all tests and results. If the personnel dispatched to this project are found to be lacking in the expertise or experience necessary to properly conduct the tests as determined by either the St. Charles County Highway Department or the Missouri Department of Transportation, the testing agency will be required to remove that person from the project and re-conduct tests as necessary by a properly qualified individual. There will be no payment for the re-tests determined to be necessary as a result of unqualified individuals or improper technique.

Immediately upon the completion of each set of tests, an oral report of the results must be given to the on-site County representative and if available, a representative of the contractor. If no County representative is on site, efforts must be made to reach the designated County representative by phone and/or fax, especially in cases of test results not meeting contract specifications.

Written reports of findings must be submitted on bi-weekly basis. These reports must include the date, location, and result of each test run, along with the minimum standard as required by the specifications. Comments regarding failed tests and corrective action taken by the contractor, along with identification of subsequent re-tests, must also be included.

Prices shown shall include all incidentals, including mileage, equipment, clerical, reporting, etc. for each particular type of test. The actual number of each type of test found necessary is subject to change, and payment will be made at the unit price for the actual number of tests run.

Payment for services shall be made based on monthly invoices submitted by the testing agency. Invoices must include an itemization of the number of each type of test run and the unit price, along with a total amount owed.

The County reserves the right to withhold payment of any invoice if the required reports have not been received for the billing period covered by the invoice. Payment would be made following receipt of the required reports.

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

13-146

Asphalt Overlay Material Testing Services

BID OPENING DATE: 8/29/2013 at 10:00 AM

(Bidder name)

The undersigned, hereby proposes to provide the following testing services in accordance with applicable and accepted AASHTO and ASTM requirements for the Asphalt Overlay project at the prices indicated below:

TEST	UNIT	ESTIMATED # OF TESTS	UNIT PRICE	COST
BITUMINOUS PAVEMENT AGG. GRADATION AND AC CONTENT	EA	18		
BITUMINOUS PAVEMENT COMPACTION TEST	EA	68		
TOTAL				\$ _____

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: _____

AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____(Position/Title) first being duly sworn on my oath, affirm
_____(Business Entity Name) is enrolled
and will continue to participate in the E-Verify federal work authorization program with respect to
employees hired after enrollment in the program who are proposed to work in connection with the
services related to contract(s) with the County for the duration of the contract(s), if awarded in
accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____
_____(Business Entity Name) does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted services provided to
the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date