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PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

PHYSICAL LOCATION

Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

**INVITATION TO BID
HIGH -PERFORMANCE ASPHALT COLD PATCH**

Bid Date:	Bid Number:	Return Quotation By:
May 22, 2019	53000-19B-015	June 11, 2019 10:00 a.m. CST

Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

The Montgomery County Commission reserves the right to award this bid on an all or none, item by item basis, with or without a one year extended warranty for parts and labor, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Myrtle Singleton, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

Donald L. Mims
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 53000-19-015 must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to the office of the ordering department listed on the purchase order with all freight charges paid by the vendor. Freight cost will be included in the bid price.
6. Vendors having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County.
7. Bidders must attach to bid a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. **If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must specify why license is not required.**
8. The successful bidder awarded the contract/purchase order must provide documentation of its enrollment in the e-verify program.
9. The contract period will be for one (1) year, beginning from the date of award and ending one (1) year thereafter with an option to renew for additional two (2) years, in one (1) year periods. At the end of the (1) year contract period, a price increase may be allowed, but shall not be more than five-percent (5%) per year

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

BID PROTEST PROCEDURE

A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

ALABAMA'S IMMIGRATION LAW

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Montgomery County Commission proposes to enter into a contract for high-performance asphalt cold patch.

SPECIAL PROVISIONS

1. Materials shall meet the requirements of the cold mix asphalt specifications included herein.
2. If contracted vendor cannot furnish cold mix asphalt when needed, Montgomery County Commission reserves the right to purchase cold mix asphalt from the next lowest bidder.
3. Successful vendor's place of business must not be more than 25 miles outside the legal boundaries of Montgomery County.
4. Vendor must furnish the Montgomery County Commission with certificate showing proof of insurance and keep in effect at all times a minimum One Million Dollars (\$1,000,000) General Liability insurance. Workers' Compensation Insurance with statutory requirements or a minimum One Million Dollars (\$1,000,000) coverage per occurrence.

SPECIFICATIONS FOR COLD PATCH MATERIAL

The high-performance cold mix road repair material shall be a plant mixed; high performance pavement patching material capable of storage in an uncovered outdoor stockpile for a minimum of twelve (12) months. It shall be composed of laboratory approved mineral aggregates and modified bituminous liquid blend capable of coating wet aggregates (up to 4% moisture) without stripping and have stripping resistance of retained coating of not less than 95%. The permanent asphalt repair shall be uniform, remain flexible and cohesive to -15 degrees f. And be capable of retaining adhesive qualities in wet applications. The patching materials shall be able to repair asphalt, concrete, surface treated roads and shall not require removal and replacement if ever the pavement is overlaid.

A) Aggregate

The aggregate shall consist of 100% crushed stone or a laboratory approved equivalent under ASTM C-136. All aggregate is to be from approved sources, and representative samples of both fine and coarse.

Aggregate shall be from the plant site and laboratory tested. Sampling and testing methods shall be in accordance with accepted local practice. Gradation analysis must comply with all local requirements. Recommended gradation analysis is as follows:

Screen sizes percentage passing:

3/8" 100

#4 20 - 85

#8 2 - 30

#16 0-10

#50 0 - 6

#200 0-2

All aggregate percentages are based on the total weight of aggregate:

ASTM C - 88 soundness loss 12.0% max

ASTM C -131 Los Angeles abrasion 40.0% max

ASTM C -117-200 sieve (by wash) 2.0% max

ASTM C-127, 128 absorption 1.0-2.0% max

ASTM C-127, 128 specific gravity 2.55 - 2.75% max

ASTM C-123 soft aggregates 3.0% max.

Aggregate Acceptance:

Aggregate compatibility approval must be obtained from the manufacturer's quality control facility prior to material mixing at any mixing plant.

B) Bituminous Material

The modified bituminous liquid blend shall meet the following requirements:

ASTM D-1210 flashpoint (toc): 200 degrees f (94 degrees c) Minimum

ASTM D-2170 kinematic viscosity at 60 degrees c (140 degrees f) 300-4000

ASTM D-95 water: 0.2% maximum

ASTM D-402 distillate test (volume of original sample):

to 457 degrees f (225 degrees c) none

to 500 degrees f (260 degrees c) 0 - 5%

to 600 degrees f (315 degrees c) 0 - 25%

Residue from distillate at 680 degrees f (360 degrees c) 72 - 95%

Residue Tests:

ASTM D- 2171 abs., viscosity at 140 degrees f (60 degrees c): 124-425 poises

ASTM D-5 penetration: .200 minimum

ASTM D-113 ductility at 39 degrees f (4 degrees c) 0.4 in./min: 200 minimum

ASTM D-2042 solubility in Trichloroethylene: 99% minimum

Liquid blend shall be shipped from authorized blending terminal locations. Liquid shall be completely blended at terminal under supervision of authorized quality control personnel. No additives, modifiers, or extra ingredients are to be introduced into the liquid blend at any time after shipment from terminal. A copy of bill of lading and material certification shall accompany every shipment. Liquid blend shall be shipped in insulated tankers to maintain oil temperature during transportation.

Plant Mix:

The cold mix shall consist of aggregates meeting material as specified in section a) aggregate, and the bituminous liquid blend meeting material specified in section b) bituminous material as indicated in the proposed job mix formula. Bituminous material shall be accepted at the supplier's source and at the plant site on the basis of a supplier material certification.

The preferred mixing ratio shall be 4.5% to 6% liquid blend finished ton (2000 lbs.) of mixed

material. Continuous onsite testing will determine exact final mixing ration which will be identified in the final job mix formula. All aggregate percentages are based on the total weight of the aggregate. The bituminous liquid blend content is based on the total weight of the mix.

The job mix formula information shall provide:

- *Aggregate gradation band and aggregate type.
- *Bituminous material - amount and type including any additives used.
- *Temperature ranges for material preparation.

Manufacturing Preparation & Operation

Hot Mix Plant Production:

The mixture is to be produced through a conventional (ALDOT certified) hot asphalt plant only under the direct supervision of a qualified manufacturer's representative and finished product will not exceed 180 degrees f. The bituminous liquid blend shall not be heated above 200 degrees. The final mixture must be tested in accordance with manufacturer's on-site quality control requirements.

Stockpile Inspection:

Prior to production, the stockpile site is to be inspected for any contaminant such as dirt, sand or debris that may affect the quality of the high-performance cold patch. The stockpile area should be a hard surface, preferably paved with concrete, or a bituminous surface.

Environmental toxicity testing:

the modified bituminous cold patch must have an independent test conducted by a certified laboratory as to toxicology results in a static acute bio assay procedures for hazardous materials which determines the effect of runoff into waterways, lakes, ponds and groundwater.

Specification Sampling:

A one-quart sample of the liquid blend will be retained at the asphalt depot prior to shipping. On delivery of the tank truck, an additional one-quart sample will be taken by the manufacturer's representative and is to be retained by the customer/producer for a period of one year, or until the stockpile is depleted

Quality Control:

On each load, a quality control report will be prepared by the manufacturer's quality control technician. All phases of production of the plant operation and the material testing on each 150 tons of production will be prepared and entered accordingly in each category. Site tests will be completed which include spot test, strip resistance, coating observation and roll test.

Heating of Finished Product:

High-performance cold patch should not be heated above 700 degrees F (210 degrees c) when utilizing a hot box.

Training of Installation Crews:

The manufacturer/vendor will make available a complete training program for all road crews to ensure correct patching methods, along with updates on this subject.

Stockpiling:

One (1) year shelf life. High-performance cold patch may be stockpiled up to twelve (12) months in an uncovered outdoor stockpile.

Performance Guarantee:

High performance pavement repair, when applied according to manufacturer's directions to deteriorated concrete or bituminous pavement surfaces, is guaranteed to adhere permanently to the repaired area for the life of the repair or until the surrounding pavement area fails. The Manufacturer/vendor will replace actual volumes of high-performance cold patch at no charge for any high-performance pavement repair that should ever ravel, release or otherwise fail in a properly repaired area.

Acceptable Material Brands/Manufacturers:

Rapid road repair R3 high-performance asphalt cold mix

Lafarge North America, Inc.

QPR high-performance asphalt cold mix unique paving materials corporation

UPM high- performance asphalt cold mix.

Comparable products from other manufacturers may be bid. However, the bidder must provide with his bid sufficient technical literature to allow the County Engineers to evaluate the product and determine that it meets all specifications.

Any alternate product bid must be listed in the ALDOT's materials, sources and devices with special acceptance requirements. Qualified materials, section III-5, at the time of bid.

BID FORM

Item No.	Unit	Description	Unit Price
1.	Per Ton	Asphalt, Pot Hole Patching Material, High-Performance Cold Mix Road Repair Material; in accordance with provided specifications. To be supplied in bulk via plant pickup for any jobsite or stockpile.	\$ _____

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

_____ Official Signature

_____ Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title