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

PURCHASING DEPARTMENT

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

INVITATION TO BID High Performance Asphalt Cold Patch

Bid Date: March 28, 2022	Bid Number: 53000-22B-014	Return Quotation By: April 18, 2022 10:00 a.m. CST
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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, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Khristie Davis, Purchasing Manager, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.

Florence M. Cauthen
County Administrator

GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number 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. Deliveries shall be to the site and designated location of the ordering department listed on the purchase order. The bid price shall include all freight/delivery, fuel, surcharge, handling, packaging, services charges, paid by the vendor.
6. 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 bidder is not required to have a City of Montgomery Business license or a Montgomery County business license, bidder must specify why license is not required.**
7. Bidders 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. In addition, the Montgomery County Commission reserves the right to award the contract to a local responsible bidder if the bid is within 10% of a foreign entity's bid, per Alabama Act 2015-293. A foreign entity is a business that does not have a place of business within the State of Alabama.
8. The contract period will be for three (3) years beginning the date of award. Prices shall remain firm for the duration of the contract.
9. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.
10. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a sixty (60) day written notice at any time during the contract.
11. Successful bidder shall file proof of the following insurance coverage and limited liability with the Purchasing Department before beginning work with Montgomery County:

General Liability

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate

Comprehensive form including premises/operation, products/completed operations contractual, independent contractors.

Broad form property damage and personal injury.

Worker Compensation and Employers Liability

\$1,000,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

12. 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.
13. If a bidder desires to protest a bid, 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*.

14. The selected bidder 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 bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful bidder also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

15. The selected bidder affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. 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.
16. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County; to ensure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the contracting and bidding process in Montgomery County.
17. Montgomery County Commission may review bidder's qualifications and references as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request.
18. Montgomery County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
19. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County Commission will not award the bid on the basis of the low bid only.
20. Quality, conformity with specifications, terms of delivery, past service history, and experience are among factors that may be considered in determining the lowest responsible bidder.
21. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

Montgomery County Commission and Montgomery County Engineering proposes to enter into a contract with a qualified company to provide high performance asphalt cold patch.

Vendor Requirements

1. Materials shall meet the requirements of the cold mix asphalt specifications included herein.
2. Vendor must be on the Alabama Department of Transportation (ALDOT) approved list of material suppliers.
3. Vendor shall meet all the Alabama Department of Transportation (ALDOT) bonding and licensing requirements as well as all applicable laws, ordinances and codes of the US Government, the State of Alabama, municipality and county.
4. Successful vendor's place of business must be no more than 25 miles outside the legal boundaries of Montgomery County.
5. Vendor must supply cold mix asphalt in bulk via plant pickup for any jobsite or stockpile.
6. Montgomery County Engineering will be loaded in the order of arrival at the plant with other commercial and private haulers.
7. If contracted vendor cannot furnish high performance cold mix asphalt when needed, Montgomery County Commission and Montgomery County Engineering reserves the right to purchase high performance cold mix asphalt from the next lowest bidder. Contracted vendor shall be responsible for paying the difference in price bid and the price Montgomery County has to pay, if the County has to purchase from the next lowest bidder.

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°F. and be capable of retaining adhesive qualities in wet applications. The patching material shall be able to repair asphalt, concrete, surface treated roads and shall not require removal and replacement if ever the pavement area is overlaid.

Materials

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:

<u>Screen Sizes</u>	<u>Percentage Passing</u>
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 production at any mixing plant.

Bituminous Material

The modified bituminous liquid blend shall meet the following requirements:

ASTM D-1210	Flashpoint (TOC):	200°F (94°C) min.
ASTM D-2170	Kinematic Viscosity at 60°C (140°F):	300-4000
ASTM D-95	Water:	0.2% max.
ASTM D-402	Distillate Test (volume of original sample):	
	to 457°F (225°C)	None
	to 500°F (260°C)	0 - 5%
	to 600°F (315°C)	0 - 25%
	Residue from distillate at 680°F (360°C)	72 - 95%

Residue Tests:

ASTM D-2171	ABS., Viscosity at 140°F (60°C):	124-425 poises
ASTM D-5	Penetration:	200 min.
ASTM D-113	Ductility at 39°F (4°C) 0.4 in./min:	200 min.
ASTM D-2042	Solubility in Trichloroethylene:	99% min.

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 the aggregate and bituminous liquid blend meeting material specified in 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°F. The bituminous liquid blend shall not be heated above 200°F. 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 and clean surface, preferably paved with concrete, or a bituminous surface and have proper retention.

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 bioassay procedure 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, Pothole Patching Material, High-Performance Cold Mix Road Repair Material; in accordance with provided specifications.	\$ _____

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 Veteran Owned: _____ Yes _____ No

Is the Company Disadvantaged 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

_____ Caucasian

_____ 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