



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2022-01

TITLE: Culvert Materials : Galvanized and/or polypropylene

Solicitation Schedule & Deadlines:

October 20, 2021	Solicitation Release/Advertising Date
November 2, 2021 2:00pm	Deadline for Submitting Questions
November 4, 2021 4:30pm	Deadline to post Addendum
November 16, 2021 2:00 pm	Deadline to Submit Response
November 16, 2021 2:30 pm	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

November 16, 2021 2:00 pm

Franklin County Purchasing Department

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: _____

SUBMISSION CHECKLIST

_____ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

_____ I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

USE THESE FORMS ONLY

_____ Solicitation Cover page

_____ Contractual Terms and Conditions Acknowledgement

_____ Pricing Form completed and signed

_____ I have one original and two copies that are labeled accordingly

_____ I have included contact information

_____ I have included the COI as requested

_____ Affidavit for Work Authorization is completed, Notarized, and supporting information is included

_____ Envelope is sealed and label attached

_____ MODOT Qualified List

_____ W9 is filled out completely & included

SPECIFIC REQUIREMENTS

1. Franklin County will purchase culvert materials throughout the year in varying quantities and of varying materials such as Metal, Polyvinyl Chloride, Reinforced Concrete and Polyethylene pipe as needed. The pricing sheet included in the solicitation has listed items requested.
2. Unit Prices shall include all costs associated with loading, hauling and unloading at locations within Franklin County. Two known locations for delivery shall be 1360 Riverview Dr. Union Mo 63084 and 4987 Highway ZZ, Gerald Mo 63037. Other locations will be requested on an as needed basis with Franklin County.
3. Materials must meet specifications as described in Section 1020, 1026, 1027 and 1047 respectively, latest version of the Missouri Standard Specifications for Highway Construction. Also see Attachment 2.
4. Awarded contractor must maintain qualification with MoDOT and be on the MoDOT Qualified List.
5. Culverts must be received within 1 calendar month of order. Liquidated damages of \$100.00 per working day will be applied for shipments received after that time period. Liquidated damages to be assessed and approved through the Franklin County Purchasing Department.
6. Franklin County, at its own expense, reserves the right to sample any material, for the purpose of having an independent laboratory test of the material for conformance to specifications. Product that does not meet specifications will cause all of the shipments to be returned at the bidder's expense.
7. Connecting bands shall have continuous angle iron brackets on both sides of the band opening. All connecting bands shall be 24 inches wide. Connecting bands and hardware for pipe diameters 12 inches to 24 inches, shall be invoiced at the same price as 1 ½ foot of the pipe size it is adjoining. Connecting bands and hardware for pipe diameters 30 inches to 120 inches shall be invoiced at the same price as 2 foot of the pipe size it is adjoining.
8. Vendors may elect to submit revised pricing, due to extreme market fluctuations during the agreement period, by providing the Purchasing Department, with revised pricing by emailing purchasing@franklinmo.net , on or before the last Tuesday of each month. It is the vendor's responsibility to monitor and meet this submission deadline. Franklin County, Mo. may request documentation of market price indexes or other factor impacting the need for any requested price changes. The acceptance of any revised pricing submitted is subject to the mutual agreement of both parties. Revisions submitted before the last Tuesday of the month will, after acceptance, go into effect the first day of the following month. (For example: Revised pricing submitted before

Tuesday, October 26, 2021, if accepted, would go into effect on Tuesday, November 2, 2021.) Revised pricing will remain firm and in effect for the remainder of the agreement period or until changed by a future revision. If an agreement on revised pricing cannot be reached by both parties, Franklin County, MO. reserves the right to rebid for the supply of these materials at any time during the agreement period.

9. Contract Period: The contract period shall be for one year January 1, 2022 thru December 31, 2022. This Contract will have the option to renew on a year by year basis, up to three years in total. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

INSURANCE REQUIREMENTS

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:

A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the Sate and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.

B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.

1. Premises – Operations
2. Products and Completed Operations
3. Broad Form Property Damage
4. Contractual
5. Personal Injury

C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

D. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."

E. Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's".

2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

ADDITIONAL REQUIREMENTS

1. E-Verify

Completion of Affidavit of Work Authorization and provide acceptable documentation of enrollment in the program.

2. Employment of Unauthorized Aliens Prohibited

- a.) Vendor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

- b.) As a condition for the award of this contract, the Vendor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- c.) Vendor shall require each subcontractor to affirmatively state in its contract with Vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Vendor shall require each subcontractor to provide Contractor with a sworn affidavit under penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's

response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

OTHER REQUIREMENTS - CONTINUED

Anti-Discrimination Against Israel Act Requirement

A public entity shall not enter into a contract with a company to acquire to dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

Affidavit of Compliance with Section 34.600 RSMo for Contracts over \$100,000 or for
Contractors with Ten (10) or more employees

I, _____ [Contractor Agent], being duly sworn, attest and
state, under penalty of perjury, as follows:

1. I am employed by _____ [Contractor] and serve as the
_____ [Position with Contractor].
2. I hereby affirm that _____ [Contractor]:
 - a) is not currently engaged in and shall not, for the duration of the contract, engage
in a boycott of goods or services from the State of Israel; or
 - b) is not currently engaged in and shall not, for the duration of the contract, engage
in a boycott of goods or services from companies doing business in or with Israel
or authorized by, licensed by, or organized under the laws of the State of Israel; or
 - c) is not currently engaged in and shall not, for the duration of the contract, engage
in a boycott of goods or services from persons or entities doing business in the
State of Israel.

Further Affiant Sayeth Not.

[Contractor Agent]

STATE OF MISSOURI)
) ss.
_____ COUNTY)

Subscribed and sworn to me, a notary public, this ____ day of _____, 202_.

Notary Public

My commission expires: _____

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor 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 _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, 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 related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, 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

Subscribed and sworn to before me this _____ of _____, I am
Day Month, Year

commissioned as a notary public within the County of _____, State of _____ and my commission expires on Date _____

Signature of Notary

Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
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Business Entity Name	Date
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As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PRICING FORM

2022-01 CULVERT MATERIALS

REQUIRED PRICING

The offeror shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation. All culverts must be of the annular revised type.

ALL CULVERTS MUST BE ANNULAR RIVETED GALVANIZED PIPE	UNITS	PER UNIT PRICE
2/23" x 1/2" Corrugated 15" Diameter 16 Gauge	Feet	
2/23" x 1/2" Corrugated 15" Arch Diameter 16 Gauge	Feet	
Connecting Bands- 15" Diameter 16 Gauge		
Connecting Bands- 15" Arch Diameter 16 Gauge		
2 2/3" x 1/2" Corrugated 18" Diameter 16 Gauge	Feet	
2 2/3" x 1/2" Corrugated 18" Arch Diameter 16 Gauge	Feet	
Connecting Bands - 18" Diameter 16 Gauge		
Connecting Bands - 18" Arch Diameter 16 Gauge		
2/23" x 1/2" Corrugated 24" Diameter 16 Gauge	Feet	
2/23" x 1/2" Corrugated 24" Arch Diameter 16 Gauge	Feet	
Connecting Bands - 24" Diameter 16 Gauge		
Connecting Bands - 24" Arch Diameter 16 Gauge		
2 2/3" x 1/2" Corrugated 36" Diameter 16 Gauge	Feet	
2 2/3" x 1/2" Corrugated 36" Arch Diameter 16 Gauge	Feet	
Connecting Bands - 36" Diameter 16 Gauge		
Connecting Bands - 36" Arch Diameter 16 Gauge		
2/2/3" x 1/2" Corrugated 36" Diameter 14 Gauge	Feet	
2/2/3" x 1/2" Corrugated 36" Arch Diameter 14 Gauge	Feet	
Connecting Bands - 36" Diameter 14 Gauge		
Connecting Bands - 36" Arch Diameter 14 Gauge		
3" x 1" Corrugated 48" Diameter 16 Gauge	Feet	
3" x 1" Corrugated 48" Arch Diameter 16 Gauge	Feet	
Connecting Bands - 48" Diameter 16 Gauge		
Connecting Bands - 48" Arch Diameter 16 Gauge		
3" x 1" Corrugated 48" Diameter 14 Gauge	Feet	
3" x 1" Corrugated 48" Arch Diameter 14 Gauge	Feet	
Connecting Bands - 48" Diameter 14 Gauge		

BID PRICING FORM - CONTINUED

2022-01 CULVERT MATERIALS

ALL CULVERTS MUST BE ANNULAR RIVETED GALVANIZED PIPE	UNITS	PER UNIT PRICE
Connecting Bands - 48" Arch Diameter 14 Gauge		
3" x 1" Corrugated 60" Diameter 16 Gauge	Feet	
3" x 1" Corrugated 60" Arch Diameter 16 Gauge	Feet	
Connecting Bands - 60" Diameter 16 Gauge		
Connecting Bands - 60" Arch Diameter 16 Gauge		
3" x 1" Corrugated 60" Diameter 14 Gauge	Feet	
3" x 1" Corrugated 60" Arch Diameter 14 Gauge	Feet	
Connecting Bands - 60" Diameter 14 Gauge		
Connecting Bands - 60" Arch Diameter 14 Gauge		
3" x 1" Corrugated 72" Diameter 14 Gauge	Feet	
3" x 1" Corrugated 72" Arch Diameter 14 Gauge	Feet	
Connecting Bands - 72" Diameter 14 Gauge		
Connecting Bands - 72" Arch Diameter 14 Gauge		
3" x 1" Corrugated 84" Diameter 14 Gauge	Feet	
3" x 1" Corrugated 84" Arch Diameter 14 Gauge	Feet	
Connecting Bands - 84" Diameter 14 Gauge		
Connecting Bands - 84" Arch Diameter 14 Gauge		
3" x 1" Corrugated 96" Diameter 12 Gauge	Feet	
3" x 1" Corrugated 96" Arch Diameter 12 Gauge	Feet	
Connecting Bands - 96" Diameter 12 Gauge		
Connecting Bands - 96" Arch Diameter 12 Gauge		
3" x 1" Corrugated 108" Diameter 12 Gauge	Feet	
3" x 1" Corrugated 108" Arch Diameter 12 Gauge	Feet	
Connecting Bands - 108" Diameter 12 Gauge		
Connecting Bands - 108" Arch Diameter 12 Gauge		
3" x 1" Corrugated 120" Diameter 10 Gauge	Feet	
3" x 1" Corrugated 120" Arch Diameter 10 Gauge	Feet	
Connecting Bands - 120" Diameter 10 Gauge		
Connecting Bands - 120" Arch Diameter 10 Gauge		
Lift Handles/Lifting Lugs		
Polymer Coated Pipe - add percentage to above submitted pricing		

BID PRICING FORM - CONTINUED

2022-01 CULVERT MATERIALS

ALL CULVERTS MUST BE ANNULAR RIVETED GALVANIZED PIPE	UNITS	PER UNIT PRICE
For annular Pipe add () % to the above unit prices		
For aluminized Pipe add () % to the above unit prices		
Polymer Coated Pipe add () % to the above unit prices		
12" -60" polypropylene pipe corrugated with smooth interior		

Vendors may elect to submit revised pricing, due to extreme market fluctuations during the agreement period, by providing the Purchasing Department, with revised pricing by emailing purchasing@franklinmo.net, **on or before the last Tuesday of each month.** It is the vendor's responsibility to monitor and meet this submission deadline. See #8 within the specific requirements section on pages 3-4 of this RFB.

Company Name _____

Authorized Signature _____

Printed name and title _____

Mailing Address _____

Phone number _____

Contact Name _____

Contact Name Title _____

Email Address _____

Preferred method to place order _____

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

MODOT QUALIFIED LIST VENDOR ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has maintained qualifications with MODOT and is on the MODOT Qualified list.

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

ATTACHMENT 1
SEALED RESPONSE LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

SOLICITATION # 2022-01 DATE: November 16, 2021 2:00PM

DESCRIPTION: Culvert Materials

Vendor Name: _____

Vendor Address: _____

ATTACHMENT 2

SECTION 724 PIPE CULVERTS

724.1 Description. This work shall consist of providing pipe or pipe arch of the diameter or shape designated, laid upon a firm bed and backfilled as specified. Where appropriate this specification will also apply to pipe arches.

724.1.1 The contract will specify either the type of pipe or the group of permissible types of pipe. If a group of permissible types is specified, the contractor may use any of the types listed within the specified group and size range as follows:

	Group A ^b	Group B ^b	Group C
Rigid Pipe	Size	Size	Size
Reinforced Concrete Culvert Pipe	ALL	ALL	ALL
Vitrified Clay Pipe	ALL	ALL	ALL
Flexible Pipe – Metal^a	Size	Size	Size
Aluminum Coated Steel Pipe	ALL	ALL	ALL
Polymer Coated Steel Pipe	ALL	ALL	ALL
Aluminum Alloy Pipe	ALL	ALL	ALL
Bituminous Coated Steel Pipe	NA	NA	ALL
Zinc Coated Steel Pipe	NA	NA	ALL
Flexible Pipe - Thermoplastic	Size	Size	Size
Polypropylene Pipe	Double Wall	≤ 30"	≤ 60"
	Triple Wall	30" – 60"	30" – 60"
Polyethylene Pipe	Corrugated	≤ 24"	≤ 60"
	Steel Reinforced	≤ 24"	≤ 60"
Polyvinyl Chloride Pipe (PVC)	≤ 36"	≤ 36"	≤ 36"

^a Metal Pipe used for storm sewer applications shall be Type IA or Type IR.

^b Pipe used for storm sewers under the influence of a pavement section or future anticipated influence of a pavement section which has a 3,500 ADT or greater shall be Group A pipe. Pipe used in other storm sewer applications shall be Group B. No other substitutions will be allowed.

724.1.2 If the contract specifies pipe culverts by group and the contractor elects to furnish metal pipe, the culvert shall be constructed in accordance with Sec 725. If the contractor elects to furnish vitrified clay or reinforced concrete pipe, the culvert shall be constructed in accordance with Sec 726. If the contractor elects to furnish thermoplastic culvert pipe, the culvert shall be constructed in accordance with Sec 730.

724.1.3 When Group A, Group B and Group C pipe are specified, two pipe diameters will be shown on the plans at those locations. The first dimension will indicate the diameter of pipe that shall be provided if the contractor elects to provide pipe for that location with a corrugated interior wall, and the second dimension provided in parenthesis will indicate the diameter of pipe that shall be provided if the contractor elects to provide pipe for that location with a smooth interior wall. Helical rib (Type IA) pipe may be considered to have varying hydraulic coefficients and may be substituted in accordance with FHWA HD-5 hydraulic design of highway culverts considering the corrugation configuration at the joints. The specified diameters may be the same or different and will be dependent upon the design features for that pipe location. Regardless of which diameter of pipe is selected for a given location, the pipe flow line shall be maintained at the elevations shown on the plans.

724.1.4 The contractor may elect to furnish pipe one size larger than specified so long as the minimum fill heights are met. No additional compensation shall be given for the larger diameter pipe or any related items necessary to construct the larger pipe.