



BID REQUEST

BID NO: 2001-153

MAILING DATE: 1/11/01

COMMODITY: Rubberized Cracksealer

BUYER NAME: Robert Barwick

AGENCY: City of West Allis

PHONE NO: 414-302-8303

TIME AND PLACE: Sealed bids for furnishing the above commodity will be received until 10:30 AM, CDT on January 25, 2001 at the office of City of West Allis, Room G08, 7525 W. Greenfield Avenue, West Allis, WI 53214.

Bids will be opened and read at 10:30 AM, CDT, January 25, 2001

Bids must be returned in a sealed envelope identified with the bid number and opening date in the lower left hand corner. V.A.L.U.E. reserves the right to reject bids that are not properly identified or are received late.

Please submit 1 copy(s) of your bid response.

******NON-COLLUSION STATEMENT******

******WISCONSIN'S RIGHT TO KNOW LAW******

By signing below, bidder hereby certifies that bid has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of any municipality has any interest, directly or indirectly unless otherwise stated.

It is a direct condition of the terms of this bid that if there is any toxic substances, materials or infectious agents, the bidder shall supply one copy of material safety data sheets and product labeling information with your bid response. V.A.L.U.E. reserves the right to reject any bid not in compliance.

We agree to furnish the above according to your specifications, at prices and conditions specified herein.

ONLY CASH DISCOUNTS OF 30 DAYS OR MORE SHALL BE DEDUCTED IN DETERMINING THE LOW BIDDER.

BIDS NOT MANUALLY SIGNED SHALL NOT BE ACCEPTED. Please print the following:

Cash discount for payment following acceptance of goods and receipt of invoice _____ % _____ days.

Firm Name _____

Address _____

Delivery shall be no later than _____ work days after receipt of order. (FOB Destination)

City, State, Zip _____

Phone No. _____ Fax No. _____

Date _____

Printed Name/Title _____

Authorized Signature _____

WHAT IS V.A.L.U.E. IN LOCAL GOVERNMENT?

V.A.L.U.E. in Local Government is a non-profit organization made up of local government entities in the Southeastern Wisconsin area and is affiliated with the National Institute of Governmental Purchasing.

A Cooperative Invitation

As a cooperative joint venture, Invitations for bid will be solicited by a designated Lead Jurisdiction acting in behalf of participating members of V.A.L.U.E. in Local Government for the purchase of their respective requirements. The Lead Jurisdiction, acting in the capacity as "Soliciting Agent" for V.A.L.U.E. in Local Government shall not be liable for costs, damages, etc. incurred by any of the participating jurisdictions involved in a cooperative invitation for bid. (Participating Jurisdictions hereafter referred to as Jurisdictions.)

GENERAL DIRECTIONS FOR BIDDING

1. How to Bid
All bids shall be submitted on this official form furnished by V.A.L.U.E. in Local Government and shall be identified with the firm name and manually signed. Unsigned bids shall not be considered. If this form does not provide sufficient space, bidders shall attach a sheet supplying the additional information. This sheet shall also be signed as required above to properly identify attachments.
2. How to amend a bid before due date and time
After a bid has been filed and the bidder desires to amend this bid, he/she may do so before the due date and time by filing an amendment fully identified with the original bid submitted by number, commodity and opening date. All the conditions and provisions of the invitation to bid shall be in effect. This must be received before the opening date and time. No bids or amendments shall be accepted after the bid opening date and time specified.
3. Withdrawal of Bids
Bids may be withdrawn only in total and only upon written request to the Lead Jurisdiction. Requests will only be considered if they are received prior to the date and time scheduled for receipt of bids.
4. Protests Prior to Bid Opening
Protests to the form and content of the bid document and/or specifications must be received by the Lead Jurisdiction not less than five (5) working days prior to the date scheduled for bid opening. A protest must be in writing and must delineate the reason for the protest. The Lead Jurisdiction shall review protests and if modification is necessary, an addenda containing the changes shall be sent to each bidder and the bid opening date may be extended. If modification is rejected, the protestor shall be notified in writing. The decision of the Lead Jurisdiction is final.
5. Bid Opening
Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Lead Jurisdiction.

TERMS AND CONDITION OF BID

1. Rejection of Bids
V.A.L.U.E. in Local Government and the Lead Jurisdiction reserve the right to reject any and all bids where deemed appropriate.
2. Offer and Acceptance
The proper submission of this form by the bidder will be considered as the bidder's offer to enter into a contract in accordance with the provisions set forth. All bids shall be binding for sixty (60) calendar days from the date

of opening unless otherwise specified. If your bid is accepted and a contract issued, then this bid will constitute the entire contract between each Jurisdiction and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement, regarding the subject matter of this bid, shall be deemed to exist or bind any of the parties hereto. Acceptance will take place only upon award by each Jurisdiction, execution of this document and/or purchase order by the proper officials and delivery of the fully-executed contract and/or purchase order to the successful bidder. Acceptance may be revoked at any time prior to delivery of the fully-executed contract and/or purchase order to the successful bidder.

3. Assignment or Subcontract

The contract and/or purchase order may not be assigned by the successful bidder without the written consent of the affected Jurisdiction. All subcontractors must be approved by the affected Jurisdiction in writing.

4. Determination of Award

V.A.L.U.E. in Local Government will be solely responsible for final determination in making recommendation to each Jurisdiction as to the low responsive and responsible bidder.

5. Award of Contract

Each Jurisdiction is responsible in accordance with their individual award procedures, to award a contract to the successful bidder and shall also be responsible for expediting its own purchase orders, receiving and inspecting goods, verifying invoices and making payments. No shipments shall be made under this bid until a purchase order and/or contract has been received unless otherwise agreed to by the Jurisdiction.

NO JURISDICTION SHALL BE HELD LIABLE FOR THE ACTIONS OF ANOTHER JURISDICTION.

6. Tie Bids

When the award recommendation notes that equal low and responsive bids are received, the tie bids shall be broken by a lot drawing in the presence of two V.A.L.U.E. in Local Government representatives. The tie bidders shall receive written advance notice.

7. Changes in Specifications Not Permitted

Do not change any of the terms of the bid or specifications. Such changes shall constitute a counter offer. Any bids received with such changes may be rejected.

8. Delays in Delivery

Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delay deemed by V.A.L.U.E. in Local Government to be clearly and unequivocally beyond the contractor's control, shall be recognized by V.A.L.U.E. in Local Government. The vendor may be relieved of meeting delivery time specified, if vendor files with the Lead Jurisdiction a request for extension of time no later than seven (7) calendar days prior to the actual delivery date, signed by a responsible official, giving in detail the essential circumstances which, upon verification by V.A.L.U.E. in Local Government, justifies such extension.

9. Patents

This order is given upon the condition that V.A.L.U.E. in Local Government Participating Agencies are protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.

10. Non-Discrimination

The contractor, lessee, bidder, supplier, purchaser, etc. agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not be limited to: recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A

violation of this provision shall be sufficient cause for V.A.L.U.E. in Local Government to terminate the contract, lease, order, etc.

11. Delivery Terms
Bids shall include delivery to the specified delivery point(s), all transportation charges prepaid and borne by the vendor.
12. Taxes
V.A.L.U.E. in Local Government member agencies are exempt from Federal Excise Tax and Wisconsin State Sales Tax. Bids should be submitted without such taxes.
13. Code of Ethics
No person may offer to give to any officer or participant in V.A.L.U. E. in Local Government or his/her immediate family, and no officer or participant in V.A.L.U.E. in Local Government or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or participants' vote, official action or judgement would be influenced thereby.
14. New and Unused
All equipment shall be new and unused, tried, proven and in current use and production, unless otherwise specified.
15. Funding
All purchases are contingent upon funds being appropriated by the proper officials of the Jurisdiction.
16. Contract Extension
V.A.L.U.E. in Local Government, upon agreement with the Contractor and acting in the best interest of the Jurisdiction, reserves the right to recommend to the Jurisdictions that the contract be extended for another term.
17. Safety Requirements
All material, equipment and supplies provided shall comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA and DILHR standards.
18. Packaging
Materials shall be clearly labeled and packaged in accordance with Federal and Wisconsin requirements, and as specified in the Invitation to Bid.
19. Substitutions and Equivalents
Substitutions of equivalents of specified items may be permitted at the sole discretion of the Jurisdiction.
20. Warranty
The contractor agrees that the equipment, supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such equipment, supplies and services.
21. Indemnity
Contractor(s) shall indemnify, keep and save harmless each Jurisdictions, its agents, officials and employees, against all injuries, death, loss, damage, patent claims, suits, liabilities, judgements, costs and expenses; which may otherwise accrue against the Jurisdiction in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or omission of the contractor or his employees, of the subcontractor or his employees, if any, and the contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or

incurred in connection therewith, and if any judgement shall be rendered against the jurisdiction in any such action, the contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or issuance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Jurisdiction as herein provided.

22. Disputes

For any disputes, the laws of the State of Wisconsin apply.

23. Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

24. Payment for Contract Performance

Upon complete performance of the contract by the contractor, and after the acceptance of said performance by the Jurisdiction, the Jurisdiction shall pay the contractor any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment, within thirty days after receipt of a properly documented invoice.

NOTICE

Office of the Purchasing/Central
Services Division
City Hall, 7525 W. Greenfield Ave.
West Allis, WI 53214
Phone: 414-302-8300
purchasing@ci.west-allis.wi.us

January 11, 2001

Sealed proposals will be received at this office until Thursday, January 25, 2001 at 10:30 AM for furnishing and delivering Crack Sealant to various participating members of V.A.L.U.E. in Local Government.

Proposal forms are available at this office, Room G08, and proposals must be submitted on the form furnished.

Leon L. Johnson, CPPO, C.P.M.
Manager, Purchasing/Central Services

Published: 1/11/01
PCSD #2001-153

V.A.L.U.E. IN LOCAL GOVERNMENT

SPECIFICATIONS

RFP #2001-153 RUBBERIZED CRACKSEALER

1. GENERAL REQUIREMENTS

Furnish crack sealant as needed to the following V.A.L.U.E. agencies for the period of February 1, 2001 through January 31, 2002.

2. TECHNICAL REQUIREMENTS

Description: Product A-1, A-2 (pails) - Hot applied petroleum based pavement crack and joint sealant which meets all requirements of ASTM D3405, and AASHTO M301. Intended for use in sealing joints and cracks in portland cement concrete and asphaltic pavements. This product shall also be flexible and extensible at subzero temperatures and will resist tracking at high summer temperatures (air of 110° F, pavement of 150° F).

Description: Product B - Hot applied, tack-free petroleum based pavement crack and joint sealant which meets all requirements of ASTM D3405 and AASHTO M301. This product is designed to quickly loose tack after application to permit quick opening to traffic. This product shall be flexible and extensible at subzero temperatures and will resist tracking at high summer temperatures (air of 110° F, pavement of 150° F).

Description: Product C - Hot applied, single component asphaltic rubber crack and joint sealant which meets all requirements of ASTM D1190, AASHTO M173, and Federal Specifications SSS-S-164. This product must contain a minimum of 18% recycled rubber by weight of the asphaltic components. Intended for use in sealing joints and cracks in both asphalt and concrete pavements. This product will form a long lasting seal which will not crack in subzero temperatures and resist tracking at high summer temperatures (air of 110° F, pavement of 150° F).

Applicable Standards and Specifications - The specifications for hot-poured crack sealant as set forth in American Society of Testing and Materials (ASTM) Specifications, Designations D-1190 and D-3405 shall form a part of this specification. The latest published ASTM standards in effect at the time of this bid shall be used.

3. TESTING

An agency may test the sealer delivered within five (5) working days after receipt for conformance to the applicable specifications. Sealer which does not conform to the specifications will be returned to the contractor at his expense. In this event, the cost of testing shall be born by the contractor. Tests shall be conducted in accordance with ASTM D-140, D-1191, or D-3407 as required by the above ASTM standards.

4. CERTIFICATIONS

Contractor shall provide a certificate from an independent testing laboratory to confirm that the material being delivered is in compliance with these specifications. The contractor shall bear the costs for the testing and reports.

5. PHYSICAL REQUIREMENTS

A net weight of fifty (50) pounds to sixty (60) pounds of sealer shall be delivered in each metal pail or cardboard box container. The pail/box shall be so constructed to prevent the adhesion of sealer to the container. The liner or breaker layer bag of the pail/box shall incorporate itself completely into the sealer compound when melted and shall not be detrimental to the sealer properties. The container may be divided into two sections of twenty-five (25) or thirty (30) pounds each.

Several pails/boxes may be randomly sampled and their contents weighed to assure that the specified net weight requirement is met. Payment deductions will be made when the net weight of the selected containers are deficient by more than one percent (1%). Deduction will be based on weight and cost per pound.

Contractor shall comply with Federal and State of Wisconsin rules and regulations for hot-poured elastic sealer storage, transportation and handling.

6. ORDERING, DELIVERY, INVOICING

Ordering - Orders for sealer will be authorized by telephone, electronic media (fax) or mailed written orders from each participating agency.

Delivery - The contractor shall confirm the quantity ordered, delivery destination and delivery date and hours of operation with each agency 24 hours in advance of intent to deliver. The contractor shall provide an estimated time of arrival of the delivery to each agency/destination. If confirmation and delivery estimation are not given, the receiving agency has the option of refusing delivery.

DELIVERY SHALL BE ON A FLAT-BED TRUCK OR SEMI-TRAILER WITH REMOVABLE SIDES AND TOP.

IT IS THE AGENCY'S OPTION TO RETURN PALLETS.

DELIVERY SHALL BE MADE WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF ORDER.

A delivery ticket, in triplicate, must accompany each delivery and show: the name of the firm trucking the material; the gross, tare, and net weight of the delivery; delivery date; and signatures for individual responsible for weighing the load and individual accepting the load for the agency. Two copies shall be retained by the receiving agency and one copy by the contractor.

Invoicing - Each agency shall be invoiced for their respective orders. Invoice amounts shall be supported by legible delivery tickets signed by the participating agency's representative. Invoices shall include delivery ticket numbers; the tonnage for each ticket; the agency's purchase order number; and the name of the trucking firm delivering the material. Invoices may be adjusted by the respective agencies to reflect any liquidated damages and/or any short weights discovered.

7. AWARD

Award shall be made on an individual basis.

8. NOTE - Attached are additional general specifications terms and conditions, Specification No. 7-F-1, which apply to the City of Milwaukee only.

CITY OF MILWAUKEE

SPECIFICATION NO. 7-F-1

March 3, 1993

SEALER, JOINT, HOT-POURED, FOR CONCRETE AND ASPHALT PAVEMENTS

NOTE: THIS SPECIFICATION AND ANY ACCOMPANYING SPECIFICATION OR BID CAN BE APPEALED

YOUR APPEAL MUST BE SUBMITTED IN WRITING TO THE CITY PURCHASING DIRECTOR FOR ALL BIDS NO LATER THAN FIVE (5) WORKING DAYS PRIOR TO BID OPENING

YOUR APPEAL MUST NOT ONLY IDENTIFY THE PROVISION, TERM OR CONDITION THAT IS CAUSING PROBLEMS, BUT ALSO YOUR PROPOSED ALTERNATE POSITION, TERM OR CONDITION AND BE SUPPORTED BY TECHNICAL DATA, TEST RESULTS AND OTHER INFORMATION.

CONTACT THE APPROPRIATE PURCHASING AGENT OR THE PROCUREMENT SPECIALIST FOR APPEAL FILING INSTRUCTIONS.

APPEALS RECEIVED LATER THAN FIVE (5) WORKING DAYS PRIOR TO BID OPENING OR WITHOUT SUFFICIENT DETAILS WILL NOT BE CONSIDERED.

NOTICE

A \$76.00 (CHECK OR MONEY ORDER) FEE IS REQUIRED WITH ALL APPEALS.

THE \$76.00 FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY THE APPEAL (SPECIFICATION AND RECOMMENDATION OF AWARD).

CAUTION: A BID THAT DOES NOT FULLY COMPLY WITH ALL OF THE PROVISIONS, TERMS, AND CONDITIONS OF THIS OR ANY ACCOMPANYING SPECIFICATION AND BID, MAY BE DETERMINED AS A COUNTEROFFER AND MAY RESULT IN THE BID BEING REJECTED FOR NON-RESPONSIVENESS.

- I. GENERAL: It is the intent of this specification to describe the minimum requirements for Hot Poured Joint Sealant to be purchased by the City of Milwaukee for the Bureau of Street & Sewer Maintenance.

All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide Hot Poured Joint Sealant shall be furnished at the bid price and shall conform in strength, quality and workmanship to that usually provided by the practice indicated in this specification.

- II. AWARD AUTHORITY:

- A. The Business Operations Division-Procurement Services Section (DOA) will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder for bids that do not exceed \$30,000.
- B. The Central Board of Purchases will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder for bids that exceed \$30,000.

- III. SERVICE REQUIREMENTS: The joint sealer shall be a hot-poured material for use in sealing joints in concrete and asphalt pavements. The material shall be capable of effectively sealing joints in concrete and asphalt pavements against the infiltration of moisture throughout repeated cycles of expansion and contraction. The joint sealer shall not flow from the joints or be picked up by vehicle tires at summer temperature.

IV. DETAILED REQUIREMENTS:

A. TYPE: The joint sealing compound shall be of the hot-poured elastic type conforming to ASTM D3405.

B. MELTING OF BAG OR CONTAINER: The inner or contact layer of the bag or pail container shall incorporate itself completely into the joint sealer compound when melted and shall not be detrimental to the joint sealer properties.

V. METHOD OF TESTS: Tests shall be conducted in accordance with appropriate methods of ASTM D3407.

VI. PACKAGING: A net weight of 50 lbs. of joint sealer shall be delivered in each pail. The pail/containers shall be so constructed to prevent the adhesion of joint sealer to the container. Several pails will be randomly sampled and their contents weighed to assure that the specified shipping weight requirement is met. Payment deductions will be made when the net weight of the randomly selected joint sealer sample pails are deficient by more than 1%. Deduction will be based on weight and cost per lb.

VII. ASTM DESIGNATION: Reference to ASTM Designations shall mean the latest ASTM test procedure in effect at time this bid is let.

VIII. UNSUITABLE EQUIPMENT/MATERIALS: Bids will not be considered for equipment or materials which has previously failed to perform satisfactorily the functions described in "Service Requirements" above.

V.A.L.U.E. IN LOCAL GOVERNMENT

PROPOSAL

RFP #2001-153

RUBBERIZED CRACKSEALER

We hereby propose to furnish and deliver the following crack sealants, F.O.B. destination, for the period February 1, 2001 through January 31, 2002, in accordance with V.A.L.U.E. in Local Government specifications, at the following prices.

Quantities are approximation of actual requirements and may differ substantially. Successful bidder shall be responsible for furnishing the actual requirements of each agency at no change in price.

| PRODUCT | DESCRIPTION | BOX/ PAIL | MANUFACTURER /MODEL # | ESTIMATED QUANTITY/LBS | TRUCKLOAD* PRICE PER LB. | TOTAL |
|----------------|---|----------------------|----------------------------------|-----------------------------------|-------------------------------------|--------------|
| A-1 | <u>D3405</u> | Box | | 153,250 | | |
| A-2 | <u>D3405</u> | Pail | | 700,000 | | |
| B | <u>D3405</u> Tack Free | Box | | 63,000 | | |
| C | <u>D1190</u> w/min. 18% recycled rubber | Box | | 259,000 | | |

Additional charge of \$ _____ will be applied to each less than truckload delivery.

* Truckload is approximately 45,000 lbs.

Date: _____

Name of Firm: _____

Signature: _____

V.A.L.U.E. IN LOCAL GOVERNMENT

**RFP #2001-153
RUBBERIZED CRACKSEALER**

PARTICIPATING AGENCIES

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Brookfield, WI 53045
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Fax: 262-782-4872
Jerry Kieper

City of Franklin
7979 W. Ryan Road
Franklin, WI 53132
Phone: 414-425-8881
Fax: 414-425-7315
Jerry Schaefer

Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051
Phone: 262-532-4702
Fax: 262-532-4219
Francis Mathieu

City of Milwaukee
200 E. Wells Street
Milwaukee, WI 53202-3560
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Fax: 414-286-5976
Diane Berndt

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Oak Creek, WI 53154
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Perry Girard

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