

CITY OF ST JOSEPH

INVITATION TO BIDDERS

NO PA2023-08

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Bids Must Be Received No
Later Than

Time 3:00 P.M. Date 3/29/2023

For Information Contact

PURCHASING

at (816) 271-5330

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein. All documents included in a submission are to be of public record.

Bids must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201 St. Joseph, Missouri 64501.

Price Agreement for: Fast Drying Waterborne Paint

Please place the Bid Name and Number on the outside of sealed bid envelope

The offeror must provide all information required in this document pursuant to the specifications attached and included herein

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title: _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

NOTICE OF AWARD (This section for City of St. Joseph use only) Requisition No. _____

This proposal is accepted by the City of St. Joseph as follows: Purchase Order # _____

Buyer

Purchasing Agent

Date

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices, and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern. In case of an identified mistake in calculation the City may, but is not obligated to, correct the calculation based on the unit price submitted by the bidder.
- b. Any manufacturer's names, trade names, brand names, information, and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling, and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick Avenue, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. Written notice may be in the form of an email provided the email is actually received by the Purchasing Agent prior to the official closing date and time specified; any email that is not actually received, whether due to a delay in delivery, delivery to a filtering service that does not release the email, or other failure in delivery shall not be deemed to be a written notice of modification or withdrawal. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

- b. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph, email, or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder, the best interest of the City, and all other relevant factors. When multiple bidders are equally responsible and qualified and submit equivalent bids, those bidders that are equally responsible and qualified and submit equivalent bids may be allowed to submit a subsequent lower bid price in accordance with a schedule established by the Purchasing Agent; such bid price must be submitted in a sealed envelope or container clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the closing date and time established by the Purchasing Agent; the submission may modify only the bid price.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Purchasing Division that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF PURCHASE

This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

1. QUANTITIES

The City of St. Joseph assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.

2. DELIVERY

Time is of the essence of this order. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any procurement costs.

3. SHIPMENT

Deliveries shall be F.O.B. destination unless otherwise specified by the City.

4. INVOICES

An original and one copy of the invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of item or services furnished.

5. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit and replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

6. PAYMENT

Payments will be made only to the company and address as set forth on the Purchase Order or Contract; unless the Vendor had requested payments be made to a different address or a change thereto on an official company letterhead and signed by an authorized officer of the company which would not be in conflict with a court order. All payments will be net thirty (30) days from invoice date unless a discount is offered.

7. WARRANTY

Seller expressly warrants that all articles, materials, and work covered by this contract will conform to each and every specification, drawing, sample, or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

8. PATENTS

Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that it will, at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by City.

9. BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

10. COMPLIANCE OF APPLICABLE LAWS

The Seller warrants it has complied with all applicable laws, rules, and ordinances of the United States, or any State, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

11. INTERPRETATION OF CONTRACT AND ASSIGNMENTS

The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations, or duties hereunder may not be assigned by Seller without City's written consent and any attempted assignment without such consent shall be void.

12. TERMINATION OF CONTRACT

The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

13. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS

Contractor shall comply with R.S.M.O. 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract, Contractor shall affirm, by sworn affidavit and provision of documentation, its compliance with R.S.M.O. 285.530 as well as its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

15. PROVISIONS BY LAW DEEMED INSERTED

Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

16. PERFORMANCE BONDS

If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Invitation To Bidders at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashiers check. No personal or company checks are acceptable.

Price Agreement Specifications

Fast Dry Waterborne Traffic Paint

General: Shall be fast dry waterborne striping paint formulated with 100% acrylic polymer emulsions of superior quality that are exceptionally tough and attractive. Shall be suitable for application on surfaces such as concrete, bituminous asphalt, tar, and previously painted areas. It is ready to use on parking lots, traffic islands, walkways, aisles, fire lanes, safety areas, and related surfaces such as airport runways, roadways and highways. Shall be Rapid Drying – able to stripe in early spring, summer, and late fall or at night.

Material Specifications

Requirements

Weight per Gallon @ 77 Degrees F, ASTM D 1010, (lbs) White±0.20	12.6 Yellow – 13.4
Viscosity @ 77 Degree F, (Krebs Stormer Unit) for ambient application	74 – 80 KU
for heated application	85 – 100 KU
% Weight solids	70.00 ± 3.00
% Volume solids	58.00 ± 2.00
% Pigment solids	55.00 ± 3.00
Dry Time (10 mil – wet) @ 70° F & 57% R.H. Dry to no pick up	10
VOC, grams/liter	Less than 150
Dry opacity, White & colors	0.92
Fineness of dispersion, Hegman	3.0
Directional of reflectance of white paint, %	85
Bleeding Ratio	0.96
Shelf Life	1 – 2

Can be heated to 110° F to 130° F to accelerate curing time, therefore allowing the work area to be back in service sooner.

KNOWN ACCEPTABLE Allstates Traffic Paint

SAFETY DATA

Material safety data sheet shall be with Product upon delivery

PACKAGING

Shall be in sealed 55 gallon drums or sealed 5 Gallon Containers. Drums and Containers shall be plainly marked with the name of manufacturer, volume and weight of product. Each drum shall Contain not more than 53 gallons.

DELIVERY POINT

Material shall be delivered FOB City Yards 2316 S. Third Street. All delivery costs and charges shall be included in the bid price.

Price Agreement Specifications Fast Dry Waterborne Traffic Paint

**A DISPATCHER IS ON DUTY AT OUR MAINTENANCE YARD AT
2316 S. 3rd, 24 HOURS DAILY 7 DAYS A WEEK. PLEASE CALL 816-271-4848
BEFORE DELIVERING PRODUCT.**

THIS PRICE AGREEMENT WILL EXPIRE APRIL 01, 2024

Due to unexpected rises in oil and material costs, Vendors will be allowed a cost window to allow for increasing material prices. We would ask that when you require a cost increase that you notify the Purchasing Agent with a letter stating the increased price.

Any variance to specification or bid conditions are to be stated by the bidder and attached to his bid.

Price per Gallon in 55 gallon Drums Delivered \$ _____

Price per Gallon in 5 gallon Containers Delivered \$ _____

**Price Agreement Specifications
Fast Dry Waterborne Traffic Paint**

COOPERATIVE PROCUREMENT

The bidder should indicate agreement/disagreement to allow other political subdivisions throughout the State of Missouri to purchase off this contract. The bidder shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the City of St. Joseph bears no financial responsibility for any payments due the contract by such governmental entities.

Yes__ No__