

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1366PW

Public Works Department

TO _____

ADDRESS _____

DATE 1-16-15

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M Feb. 11 20 15, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department is accepting bids for a supplier of Hot Bituminous Pavement Surface Mix and Hot Bituminous Pavement Binder Mix for a six (6) month period.</p> <p>Public Works will pick up the mix at the asphalt plant and will only travel a maximum of twenty (20) miles from City limits one way. Delivery will be accepted at a cost per ton. The lowest and best bid will be approved.</p> <p>Specifications: The Hot Bituminous Mix shall consist of a surface course composed of mineral aggregate and bituminous material, mixed in a central mixing plant The Hot Bituminous Mix shall conform to the requirements of Section 401 and 403 of the Mississippi State Highway Department Standard Specifications for Road and Bridge Construction, 1990 Edition (Red Book). The City of Tupelo reserves the right to reject any objectionable material.</p> <p>If the approved low bidder cannot supply, a letter must be submitted stating this fact. The alternate bidder may then be used.</p> <p>GENERAL BIDDER REQUIREMENTS</p> <ol style="list-style-type: none">1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.3. The bidder shall sign and date the bid at the bottom of the form.				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
4. The outside of the envelope shall be clearly marked with vendor, invitation number, and time and date to be opened.				
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				
GENERAL SPECIFICATIONS				
1. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.				
2. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.				
3. The successful bidder must show evidence of Worker's Compensation insurance with submitted bid.				
Up to 6,000 tons Hot Bituminous Pavement Surface Mix with reclaimed asphalt material Cost per ton.....				
Up to 2,000 tons Hot Bituminous Pavement Binder Mix Cost per ton.....				
Delivery cost per ton.....				

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