



**Shelby County
Tennessee**

MARK H. LUTTRELL, JR., MAYOR

REQUEST FOR QUOTATION

BID DESCRIPTION: READY MIX CONCRETE

COMMODITY: 750-70 ROAD AND HIGHWAY BUILDING
READY MIX CONCRETE
(Code No. and Description)

BID NUMBER: SEALED BID I000103A
(Sealed Bid or Regular Bid)

DUE DATE: NO LATER THAN 2:30 PM, Wednesday 6/15/11
(TIME) (DAY) (DATE)

ORIGINAL SPECIFICATIONS (REVISED) SPECIFICATIONS

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

SEALED BID #:I000103A
DUE DATE:6/15/11
BUYER: N. Fowler

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION I
NOTICE TO BIDDERS

Shelby County
Tennessee

MARK H. LUTTRELL, JR., MAYOR

May 31, 2011

Gentlemen:

Attached is **Sealed Bid Number I000103A** for, **READY MIX CONCRETE**.

You will note that your bid is due no later than 2:30 PM, Wednesday, **6/15/11**, in the office of the Administrator of Purchasing, 160 North Main Street, Suite 550, Memphis, TN 38103.

As a condition precedent to bidding, bidders must **apply** and **qualify** for an EOC number and vendor number prior to submitting their bid.

The vendor number is obtained through the Purchasing Department and EOC certification is obtained through the Shelby County EOC Administration.

If you have any questions regarding the vendor number, please call the Purchasing Department @ 901-545-4360 or download the online application & W-9 form at www.shelbycountyttn.gov. and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Conducting business with Shelby County" and then select, " Vendor Registration."

To receive an E.O.C. Eligibility Number, the Shelby County Office of E.O.C. must receive specific information at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the Office of E.O.C., (901) 545-4336.

THE LABEL, WHICH IS ATTACHED TO THE SPECIFICATIONS SHALL BE COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU MUST DISPLAY YOUR CURRENT E.O.C. ELIGIBILITY NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON, YOUR BID WILL BE RETURNED TO YOU UNOPENED. IF YOUR LABEL IS LOST OR MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-HAND CORNER OF YOUR ENVELOPE.

The Shelby County Government reserves the right to reject any or all bids and to waive any informality therein.

If there are any questions on the above bid, please contact **N. Fowler** in the Purchasing Department at (901) 545-4360.

Sincerely,

Clifton Davis, Administrator of Purchasing

SECTION I NOTICE TO BIDDER(S)
SECTION II GENERAL TERMS & CONDITIONS
SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS
SECTION IV QUOTATION/BID RESPONSE FORM

SEALED BID #:I000103A
DUE DATE:6/15/11
BUYER:N. Fowler

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
901-545-4360

SECTION II
GENERAL TERMS & CONDITIONS

SECTION II - GENERAL TERMS & CONDITIONS

GENERAL INFORMATION AND INSTRUCTION TO BIDDERS

The following instructions, terms, conditions and specifications are included in and become a part of this Bid Request.

Section II - General Terms & Conditions
Section III - Detailed Requirements/Specifications
Section IV - Quotation/Bid Response Form

1.0 PREPARATION OF BIDS:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the Bid Response Form. Failure to do so may disqualify the bid.
- 1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- 1.3 Corrections and/or modifications received after the closing time specified will not be accepted.
- 1.4 Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County.
- 1.5 Time of delivery may be a consideration in the award.
- 1.6 Prices will be considered as net if no cash discount is shown.
- 1.7 The vendor's Federal ID# must be provided. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.8 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.9 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.
- 1.10 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on each bid submitted.
- 1.11 Submit bids (1) in a sealed envelope with your company's name and address, (2) the sealed bid number, and the closing time and due date of the bid, and (3) your company's current Shelby County E.O.C. Eligibility Number shown on the outside.
- 1.12 The Bid Response Form must be completed in full for the bid to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids; however, the County reserves the right to reject or accept for

consideration, during evaluation of bids, any additional information the bidder submits, and may reject or accept minor variations when evaluating bids.

2.0 CRITERIA OF AWARD:

- 2.1 The County reserves the right: (1) to award bids received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all bids, or any part thereof, (3) to waive any informality in the bids, and (4) to accept the bid that is in the best interest of the County. The Purchasing Administrator's decision shall be final.
- 2.2 The vendor may take exception to the award of individual items by stating "All or None" in the bid.
- 2.3 An Award will be made based on the following factors:
 - 2.3.1 Best/Low Bid meeting specifications.
 - 2.3.2 Previous Vendor Performance History,
 - 2.3.3 Delivery Time Quoted,
 - 2.3.4 Local presence or ownership in Shelby County.
- 2.4 Shelby County Government reserves the right to purchase any or all items in this bid utilizing the current State Of Tennessee Statewide Contract, if it is considered by the Administrator of Purchasing to be in the best interest of the County.
- 2.5 The Shelby County Government reserves the right to alter, amend, or modify any provisions of the Bid, or to withdraw this Bid, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the Shelby County Government to do so.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written for any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.
- 3.2 Any responsible bidder who considers these specifications to be of non-competitive nature should immediately contact the Purchasing Department Buyer listed in this request for quotation.
- 3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully

complete every part as the true intent and meaning of the specifications.

- 3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discounts shall be considered in the evaluation of bids.
- 4.2 Shelby County Government reserves the right to accept any prompt payment discount offered by the successful bidder; however, time will be computed from the date of receipt of a properly and correctly submitted invoice, or receipt of shipment, or acceptance of shipment, whichever is later.
- 4.3 All deliveries shall be F.O.B. inside the Shelby County Department location specified in this request for quotation. No additional charges shall be allowed above the amount shown in the net prices.
- 4.4 All prices shall be valid for a minimum of thirty (30) days from the bid opening date unless otherwise indicated in the bid request.

5.0 LIABILITIES:

- 5.1 The vendor shall hold the County, its officers, agents servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the County because of the unauthorized use of such articles.
- 5.2 Based upon Tennessee Attorney General opinion, Shelby County Government, as a subdivision of the State Of Tennessee, cannot indemnify or hold harmless any vendor, supplier, contractor, etc. against claims of a third party or parties.

6.0 GRATUITIES:

- 6.1 Shelby County Government may by written notice to the Bidder, cancel any contract and/or purchase order resulting from the bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by, the Bidder, or any agent or representative of the Bidder, to any official or employee of the County with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determination with respect to such a contract. In the event the contract

and/or purchase order is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Bidder in providing such gratuities.

7.0 CONFLICT OF INTEREST:

7.1 No part of the total contract and/or purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of the County of Shelby, Tennessee as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by the above referenced individual(s) will not be accepted.

8.0 SAMPLES:

- 8.1 Samples of articles, when required, shall be furnished free of cost to the County.
- 8.2 Samples of articles selected may be retained for future comparison.
- 8.3 Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the vendor's expense.

9.0 TAXES:

- 9.1 The vendor should include in its bid price to the County all applicable taxes it will incur for supplying the goods or services to the County, which the vendor intends to collect from the County. The contractor/vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt.
- 9.2 Items purchased for resale will show the County's resale permit number of the purchase order.
- 9.3 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

- 10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 10.2 Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number or level of quality. The determination of the Purchasing Administrator as to what items are equal shall be final and conclusive.

- 10.3 When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified in the bid.
- 10.4 BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED BY BRAND NAMES OR IN THE BID. Any items other than those brands specified in the bid specifications require approval of the buyer. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

11.0 DEFAULT BY BIDDER:

- 11.1 In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County, Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Administrator.

12.0 CONTRACTS, LEASES, LEASE-PURCHASE:

- 12.1 When required, contracts or leases must be approved by the Shelby County Contract Administrator or Assistant County Attorney.
- 12.2 Shelby County Government will not accept language in any contract or sales agreement, etc. from any vendor, supplier, contractor, etc., which limits or attempts to limit liability for breach of contract or negligence.

13.0 BID BONDS AND INSURANCE:

- 13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted in lieu of a Bond, and the bidder is one of the three (3) low bidders, the check may be retained until a contract is signed with the successful bidder.
- 13.2 When required, bidders must supply certificates of insurance or bonds through a company that is authorized to do business in the State of Tennessee, and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.

14.0 FIRM PRICES:

14.1 Unless otherwise required in Section III-Detailed Requirements/Specifications, all prices quoted will be firm for 30 days.

15.0 COUNTY COMMISSION APPROVAL

15.1 Should the award of this bid exceed \$50,000, or involve a Capital Improvement Project (C.I.P.), then it will require approval by the County Board of Commissioners. This procedure could delay an award for a period of 30 to 60 days or more after the bid opening.

16.0 THIRD PARTY ASSIGNMENT:

16.1 There shall be no assignments whatsoever to third parties, financial or otherwise unless expressly agreed to by the Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without the consent of the County, shall be cause for termination of the contract at the options of the County.

17.0 AUTHORITY TO AWARD BID:

17.1 The award of this bid to the successful bidders shall be governed by the Laws of the State of Tennessee. The buyer must obtain all appropriate authority to award the bid and for the County to enter into a contract.

18.0 DELIVERY EXCEPTION:

18.1 The suppliers shall not be responsible for failure to deliver materials or render services due to strikes, flood, or fire.

18.2 Should deliveries not be made on time as outlined on the quotation sheet, Shelby County Government has the authority to cancel any and all orders issued under this bid.

19.0 LIEN, CLAIMS OR ENCUMBRANCE:

19.1 The suppliers, by bidding their requirements, agree that if they become the successful bidder, all goods and materials are free of any lien, claim or encumbrance.

20.0 AUDIT AND INSPECTION OF PREMISES:

20.1 All bidders, by bidding, agree that an official of the Purchasing Department shall be allowed to inspect the bidder's premises to verify its ability to enter into the agreement.

20.2 The successful bidder shall agree to audits by an official of the Purchasing Department, should during the period of the contract (award) it become necessary.

21.0 DOCUMENTS INCLUDED IN CONTRACT:

21.1 The specifications, terms and conditions and detailed requirements shall become a part of any contract agreement or purchase order that results from this bid.

22.0 INSPECTION:

22.1 All shipments are subject to inspection prior to acceptance. If an inspection reveals that the shipment does not meet our specifications, Shelby County has the right to return said items to the supplier at the supplier's expense.

23.0 MATERIAL SAFETY DATA SHEETS:

23.1 As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets with delivery of product(s).

24.0 SHELBY COUNTY BUSINESS TAX LICENSE:

24.1 Firms located within the boundaries of Shelby County Tennessee are required to have a current Shelby County Business License issued by the Business Tax Division of the Shelby County Clerk's Office or be considered exempt from the license requirement by the County Clerk's Office.

24.2 Successful bidders to which this license requirement applies may be required to furnish a copy of their current Shelby County Business License prior to the award of this bid, or any part thereof.

25.0 PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:

25.1 On bids issued to establish a source of supply for estimated semi-annual or annual requirements for Shelby County Government, bidders are requested to indicate in their bid response whether or not the offer applies to purchases by other municipalities or governmental agencies/entities within the boundaries of Shelby County, Tennessee.

25.2 Purchases by local municipalities or other governmental agencies/entities are optional with those municipalities, agencies, or entities, and offers to sell to them are optional with the bidder.

26.0 PURCHASES FROM STATE OF TENNESSEE CONTRACT:

26.1 Shelby County Government reserves the right to purchase item(s) in this bid utilizing the State of Tennessee Contract or other governmental agencies' contracts if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec, 2-57 (10) (B).

27.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject to inspection and Shelby County assumes no liability for any information so identified and divulged pursuant to a request under T.C.A 10-7-503(a).

28.0 TERMINATION OF AWARD OR CONTRACT:

28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this request for quotation if, after award or contract execution, the County determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including but not limited to rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

29.0 NON-DISCRIMINATION - TITLE VI:

29.1 The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program

or activity receiving Federal financial assistance during the performance of this Contract. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30.0 NON-DISCRIMINATION - TITLE VII:

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

31.0 NON-DISCRIMINATION - ADA TITLE II

31.1 The vendor agrees to comply the provisions of ADA Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by contractors. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The Vendor by submission of its bid acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

SEALED BID#:I000103A
DUE DATE:6/15/11
BUYER:N. Fowler

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION III
DETAILED REQUIREMENTS/SPECIFICATIONS

SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS

1.0 These detailed requirements are part of the specifications as outlined in Section II of this bid. They shall become a part of and included in any contract or purchase order resulting from any award.

2.0 BONDS/INSURANCE REQUIREMENTS

N/A

3.0 WARRANTIES

N/A

4.0 LITERATURE REQUIREMENTS

N/A

5.0 MANUAL REQUIRED OF SUCCESSFUL BIDDER

N/A

6.0 DEVIATIONS TO SPECIFICATIONS

No deviations to specifications.

7.0 SPECIAL PACKAGING

N/A

8.0 ANY SPECIAL DELIVERY REQUIREMENTS OR COMPLETION REQUIREMENT

All supplies ordered against this bid, will be on a delivered basis only.

9.0 FIRM PRICES

July 1, 2011 through June 30, 2012 with an option to renew for two (2) additional one (1) year periods.

10.0 SPECIAL REFERENCE TO PUBLICATIONS OR STANDARD

N/A

11.0 RIGHTS OF INSPECTION AND/OR SAMPLING

Please see specifications, pages 22 through 24.

12.0 AWARD - ANY SPECIAL INSTRUCTION - AS TO TOTAL LOW, INDIVIDUAL PRICING, ETC,

Please see page 19, item IV, AWARDED OF BID.

Also vendors EOC rating will be a consideration in the award of this bid.

13.0 PAYMENT SCHEDULE

Prompt payment discount shall be considered as a cost factor in the evaluation of bids. Invoices shall be paid thirty (30) days after receipt of correct invoices.

14.0 CONTRACTS REQUIRED

No, an award letter will be issued.

15.0 F.O.B. POINT

F.O.B. Destination, job site.

16.0 DEMONSTRATION OF EQUIPMENT REQUIRED

N/A

SECTION III
SPECIFICATIONS

(READY MIX CONCRETE)

I. SCOPE:

It is the intent of this bid to obtain firm prices for Ready Mix Concrete for the period covering July 1, 2011 through June 30, 2012 with an option to renew for two (2) additional one year periods upon agreement of both parties.

II. MATERIAL REQUIREMENTS:

Material Requirements is for Ready Mix Concrete used by Shelby County Government on a regular routine basis. The Administrator of Purchasing reserves the right to request for separate bids for unusual quantities for any item to be used on a special project.

All products quoted or supplied will be subject to testing by the Shelby County Engineer's Office and/or Shelby County Road Department, to determine if they meet applicable Shelby County and/or State of Tennessee specifications.

III. PRICING:

Bid prices quoted shall be Shelby County Government's final actual cost. Bidders shall submit price quote based on: 1) F.O.B. Destination, delivered to various job sites in Shelby County Tennessee.

IV. AWARDING OF BID:

Shelby County Government reserves the right to award this bid by item or entire list of items, whichever is considered as being in the best interest to Shelby County Government. Factors to be considered in the evaluation of this bid include, but not limited to: 1) hauling distance in relationship to job site, 2) "delivered" basis, 3) Plant Location AND 4) vendors EOC rating will be a consideration in the Award of this bid.

SEALED BID# I000103A
DUE DATE: 6/15/11
BUYER: N. Fowler

SECTION III
SPECIFICATIONS

(READY MIX CONCRETE)

V. ORDER QUANTITIES:

Quantities indicated in bid are estimated quantities for a one (1) year period. All materials will be purchased "as needed and requested." There are no guaranteed quantities and/or dollar amounts which will be purchased against this bid.

Shelby County Government reserves the right to buy additional material on an "emergency" basis for other County agencies other than the Shelby County Road Department. Any material ordered on an "emergency" basis, even if it exceeds the estimated quantities, will be billed at the prices quoted by the successful vendor unless exceptions are so stated on bid request form.

VI. CANCELLATION:

Shelby County Government reserves the right to cancel any bid award in the event that the successful bidder is unable to perform in accordance to these bid specifications.

SEALED BID: #I000103A
DUE DATE: 6/15/11
BUYER: N. Fowler

CONCRETE

The approved and acceptable bidder shall be responsible for submitting concrete mix design(s) certification report(s) for materials and admixtures to be used in mix design(s) for approval at least 14 days prior to anticipated use. This is to allow sufficient time for review and approval.

Mix design requirements shall be in accordance to Section 604 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction dated March 1, 2006.

Mix design submittal to include: Design proportions which shall be determined by a independent testing laboratory, and shall be based on laboratory trial batches meeting the requirements of these Specifications. The submittal of the proposed concrete design shall contain the following information:

Designated plant location, Water/cement ration lb/lb, Admixtures used and amount Aggregate gradation and percentage of fine aggregate of the total aggregates used, yield, 7 day compressive strength (minimum of 3-6x12" cylinders) (Tested in accordance to AASHTO T-22), 28 day compressive strength (minimum of 3-6"x 12" cylinders) (Tested in accordance to AASHTO T-22), water cement ratio of plastic mix to include amount of water needed for required slump. Source of all materials used in making the concrete.

The above submitted information shall be certified as correct by a professional Civil Engineer licensed by the State of Tennessee. The concrete design shall produce an average compressive strength to indicate that the specified 28 day compressive strength can be obtained in the field. The bidder shall bear all of the cost of the work required to establish the design of the concrete as described herein.

Concrete which does not meet the minimum 28 day compressive strengths and is deemed acceptable by the Shelby County and allowed to remain in place shall be paid at a reduced price based on 28 day strengths. The reduction shall be based on the formula in subsection 604.31 Basis of Payment in the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction dated March 1, 2006.

The air entrained concrete content shall be as follows: 6% + or -2%. This admixture shall conform to AASHTO M-154 or ASTM C-260.

Water/Cement Ratio shall not exceed 0.45 in Shelby County Class A 3,500 p.s.i., 0.43 in Shelby County Class A 4,000 p.s.i., 0.40 in Shelby County Class D Bridge Deck Concrete 4,500 p.s.i., and 0.45 in Shelby County Class P. Below this limit, the quantity of water shall be adjusted to meet the slump requirements.

Water Reducer (Super Plasticizer) approved mix designs shall contain an option allowing for the use of a high range water reducer and the amount required shall be in accordance with the manufacture's recommendations. This product shall meet AASHTO M-194 or ASTM C-494 requirements for Type G admixtures.

Calcium Chloride or a Non-chloride Additive(during cold weather concrete placement) approved mix designs shall contain an option allowing for the use of this additive the amount required shall be in accordance with the manufacture's recommendations. This product shall meet ASTM C-94 requirements for Type C admixtures. 2% *max*

Cement content shall be: 620 lbs/yard for Class A —3500 p.s.i., Class A-4000 p.s.i.. and Class D-4500 p.s.i. and 658 lbs for Class P-5000 p.s.i.. concrete.

FLY ASH: The use of addition of Fly Ash shall not be permitted in concrete purchased by Shelby County.

SEALED BID:#I000103A

DUE DATE: 6/15/11

BUYER: N. Fowler

Ready mix concrete plants shall be equipped with automatic (computerized) loading/recording devices. These devices shall allow auto loading and auto recording of data as to batched time, truck number, date, coarse aggregate weight, fine aggregate weight, percent moisture of each aggregate, water and additives used in batching the concrete.

These auto loading/recording devices shall have been certified correct at the time of the scale checks and recalibration shall be required at any time deemed necessary by the Engineer or his representative. A copy of this certification shall be included with the mix design at the time of approval. Scale accuracy shall be 0.5% throughout the weighing range.

All auto loading/recording shall conform to the mix design weights with tolerances being as follows:

Concrete or other cementitious materials - + 1% of the required weight or + 0.3% of the scale capacity, whichever is greater.

Aggregate - + 2% of the required weight or + 0.3% of the scale capacity, whichever is greater.

Water - + 1% of the required weight or + 0.3% of the scale capacity, whichever is greater.

Admixtures - + 3% of the required weight or + 3% of the scale capacity, or + the minimum dosage rate for one sack of cement, whichever is greater.

Copies of these tickets shall accompany each load of concrete to the project and shall have affixed the stamp and initials of the certified public weigh who is responsible to supervise loading of the concrete. All responsibility for quality control of this material shall be borne by the Bidder.

SHELBY COUNTY CLASS "A" CONCRETE, 3,500 p.s.i.
6.6 SACK CEMENT (620 LBS. MINIMUM)

All Shelby County Class "A" 3500 p.s.i..concrete used in this contract shall attain a compressive strength at 28 days of 3,500 p.s.i. and the maximum water cement ratio shall not exceed 0.45 lb/lb.

SHELBY COUNTY CLASS "A" CONCRETE, 4,000 p.s.i.
6.6 SACK CEMENT (620 LBS. MINIMUM)

All Shelby County Class "A" 4000 p.s.i. concrete used in this contract shall attain a compressive strength at 28 days of 4,000 p.s.i. and the maximum water cement ratio shall not exceed 0.43 lb/lb.

SHELBY COUNTY CLASS "D" CONCRETE, 4,500 p.s.i.
6.6 SACK CEMENT (620 LBS. MINIMUM) BRIDGE DECK

All Shelby County Class "D" 4500 p.s.i. concrete used in this contract shall attain a compressive strength at 28 days of 4,500 p.s.i. and the maximum water cement ratio shall not exceed 0.45 lb/lb.

Unless otherwise specified, all aggregates used in this contract shall comply completely to Section 903 of the Tennessee Department of Transportation Standard Specifications dated March 1, 2006 and revisions to date. Fine aggregates shall conform to Section 903.01 Tennessee Department of Transportation Standard Specifications dated March 1, 2006 and revisions to date. Coarse aggregate shall conform to Section 903.03 Tennessee Department of Transportation Standard Specifications dated March 1, 2006 and revisions to date, and shall be Size No. 57 limestone.

SEALED BID: #I000103A

DUE DATE: 6/15/11

BUYER: N. Fowler

If deemed necessary by Shelby County, certified test reports on aggregates shall be required from independent test labs prior to approval of the mix design and at any other time deemed necessary by Shelby County due to apparent defective concrete. All costs shall be assumed by the Concrete supplier.

If defective concrete (concrete which does not meet the requirements in this section to include P.S.I. requirements) is allowed to remain in place, payment will be made at a reduced price as per Section 604.31. See Section 604, Standard Specifications for Road and Bridge Construction, State of Tennessee, latest edition.

SEALED BID#:I000103A
DUE DATE:6/15/11
BUYER: N. Fowler

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION IV
QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

MARK LUTTRELL
MAYOR



SHELBY COUNTY PURCHASING DEPT.

160 N. MAIN - SUITE 550
MEMPHIS, TENNESSEE 38103-1880
(901) 545-4360

REQUEST FOR QUOTATION

NUMBER SB	000103A	DATE 5/31/11
THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE. THIS IS NOT AN ORDER		
AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.		

QUOTE NOT LATER THAN 2:30 PM 6/15/11	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER R014307	REQUISITION DATE 2/14/11	BUYER N. Fowler
--	-----------------------------	-----------------------	-------------------------------	-----------------------------	--------------------

If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

**750-70 ROAD AND HIGHWAY BUILDING
READY MIX CONCRETE**

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID 000103A, WHICH IS DUE NO LATER THAN 2:30 PM, WEDNESDAY, 6/15/11. THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM.</p> <p>IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.</p> <p>(SIGNATURE REQUIRED ON THIS PAGE)</p>		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

SEALED BID #: I000103A
DUE DATE: 6/15/11
BUYER: N. Fowler

QUOTATION FORM

CEMENT, CONCRETE, AND PRECAST PRODUCT (CONT'D)
(Item No. 1, Ready Mix Concrete)

Item No. 1 - Ready Mix Concrete: All ready mix concrete shall be Shelby County Class A, 6.6 sack cement (620 lbs. min.) 3500 P.S.I., or shall be Shelby County Class D, 6.6 sack cement (620 lbs. min.) 4500 P.S.I., (the use of fly ash will not be permitted) and shall conform in all other aspects to Section 604 of the Tennessee Bureau of Highways Standard Specifications for Roads and Bridges Construction, dated March 1, 2006, and all subsequent additions and revisions thereof to date.

All prices shall be per cubic yard for both Shelby County Class "A" 3500 P.S.I., and Class "D" 4500 P.S.I., concrete with and without 2% calcium chloride and limestone, delivered to job site(s) within the boundaries of Shelby County as required.

SPECIAL PROVISION

TENNESSEE CLASS "A" CONCRETE 604.16

Unless otherwise specified, all concrete used in this contract shall attain a compressive strength at 28 days of 3,500 P.S.I. for Class "A" and 4,500 P.S.I., for Class "D". If at 28 days, 3,500 P.S.I., or 4,500 P.S.I., respective of the class used, is not attained, the concrete shall be replaced or cored in accordance to AASHTO DESIGNATION T-24-86 by an accredited independent laboratory supervised by the County Engineer or his representative.

There will be a minimum of three (3) cores. All costs shall be incidental to the price of the item being constructed. If concrete proves defective after coring, appropriate action shall be taken.

Submit mix design to Shelby County Engineer for approval.

ESTIMATE QUANTITIES TO BE PURCHASED READY MIX CONCRETE 2,000 CUBIC YARDS

- PLANT LOCATIONS (1) _____
(2) _____
(3) _____

READY MIX CONCRETE
SBI-000103A, DUE 6/15/2011

DELIVERED TO SITE	3,500 psi PER C.Y.	4,500psi PER C.Y.	Excavatable Flowable Fill	Grout Per C.Y.
Plus 1% non-calcium accelerator	\$ _____	\$ _____	\$ _____	\$ _____
Plus 2% non-calcium accelerator	\$ _____	\$ _____	\$ _____	\$ _____
Plus 1% calcium chloride	\$ _____	\$ _____	\$ _____	\$ _____
Plus 2% calcium chloride	\$ _____	\$ _____	\$ _____	\$ _____
Plus water reducer/plasticizer	\$ _____	\$ _____	\$ _____	\$ _____
Minus red rock as coarse aggregate	\$ _____	\$ _____	\$ _____	\$ _____
Plus/minus pea gravel as coarse aggregate	\$ _____	\$ _____	\$ _____	\$ _____
Plus chilled water	\$ _____	\$ _____	\$ _____	\$ _____
Plus ice per lb.	\$ _____	\$ _____	\$ _____	\$ _____
Plus tint/dye - red	\$ _____	\$ _____	\$ _____	\$ _____
Plus tint/dye - tan	\$ _____	\$ _____	\$ _____	\$ _____
<u>Additional Materials</u>				
Preformed Joint Fillers (Bituminous Type) 1/2" x 4" / 100 l.f. bundle	\$ _____			
Preformed Joint Fillers (Bituminous Type) 1/2" x 6" / 100 l.f. bundle	\$ _____			

SEALED BID #: I000103A
DUE DATE: 6/15/11
BUYER: N. Fowler

ARE THE ABOVE ITEMS AVAILABLE ON THE CURRENT TENNESSEE STATE CONTRACT?

YES _____ NO _____

IF YES, PLEASE STATE CONTRACT NUMBER: SWC _____

DOES YOUR COMPANY'S STATE OF TENNESSEE CONTRACT REFERENCED ABOVE ALLOW PURCHASES BY OTHER GOVERNMENTAL AGENCIES IN TENNESSEE (IN THIS CASE SHELBY COUNTY GOVERNMENT)

_____ YES _____ NO

COMMENTS: _____

_____/_____
FIRM NAME /ADDRESS:

_____/_____
QUOTED BY: (PRINT NAME) /SIGNATURE & OFFICIAL TITLE

_____/_____
F.O.B. POINT /PHONE:

_____/_____
DATE OF QUOTATION /FAX:

DELIVERY

TERMS OF PAYMENT