

Road Commission of St. Joseph County

Invitation to Bid: Liquid Asphalts and Emulsions

Sealed bids will be publicly opened at 1:00 PM, EST on Monday, February 4, 2019, at the offices of the St. Joseph County Road Commission, 20914 M-86, Centreville, Michigan 49032 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.

1. The Road Commission reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Vendor, waive any irregularities or informalities or both, to reject any and all bids, quotes and proposals, and in general to make the award of the contract in any manner deemed by the Respective Board, at their sole discretion, to be in the Road Commission's best interest.
2. The bid must be delivered in person or sent by mail to the St. Joseph County Road Commission, 20914 M-86, Centreville, Michigan 49032. **It shall be in a sealed envelope marked with the name and address of the vendor on the outside of the envelope. The above referenced RFP number should also be highlighted on the outside of the envelope. In addition, if the bid is to be express mailed, "Bid Documents Enclosed" must be conspicuously marked on the package.** Facsimile and/or e-mail transmitted bids will **not** be accepted.
3. The **bidder shall assume full responsibility for delivery of bids prior to the appointed hour and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof.** Bids shall be accepted by the Road Commission at any time during the normal course of business only, said hours being 6:00 am to 4:00 pm, Monday through Thursday, legal holidays excepted. A vendor may withdraw their bid response by written request at any time prior to the scheduled bid opening. Any bid received after the scheduled opening time will not be accepted and will be returned unopened. No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.
4. IT IS UNDERSTOOD THAT THE BOARD OF ST. JOSEPH COUNTY ROAD COMMISSIONERS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED ITEM AND ALL PRICES QUOTED SHALL NOT INCLUDE ANY SUCH TAX.
5. The total price quoted by the Bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the Road Commission's consent will not be accepted and will, at the Contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Contractor's expense.
6. The bidder by execution of the bid thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.
7. The bid shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
8. Submission of a bid will be construed as a conclusive presumption that the vendor is thoroughly familiar with the Bid Proposal and Specifications and that vendor understands and agrees to abide by each and all of the stipulations and requirements contained therein.

9. In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.
10. The Road Commission Board may award bids in whole or parts thereof, reserves the right to reject any and all bids, waive irregularities in any bid and award the bid in any manner which best fits our needs and appears to be in the best interest of the Road Commission; the right to waive irregularities in any bid, and the right to reject bids at the time the bids are evaluated. Best interest will be based on Total Cost of Ownership principles. TCO identifies all elements impacting the life cycle value of the proposed commitment.
11. The Road Commission of St. Joseph County reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The Road Commission of St. Joseph County reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
12. Vendors aggrieved by an award of any resulting contract may file a written notice of protest with the Road Commission within seven (7) calendar days of the award by the Board of County Road Commissioners.
13. When applicable, due to MIOSHA regulations, contractor must furnish material safety data sheets for their products prior to beginning any work.
14. Vendors are encouraged to submit complete and comprehensive data and descriptive literature covering the items proposed to be furnished. Vendors submitting alternate bids must provide this along with specifications documenting product is equal to or surpasses the specified bid item. Alternate bids submitted without the above documentation will be considered nonresponsive and rejected.
15. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the Road Commission. These licenses and permits shall be readily available for review by the Administration.
16. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
17. The Road Commission of St. Joseph County adheres to Title VI related requirements as outlined in USDOT Regulation 49 CFR-Part 26, Appendix A of MDOT Bidding Specifications. The Road Commission of St. Joseph County is an Equal Opportunity Agency.
18. The Road Commission of St. Joseph County will not pay fuel surcharges.
19. All documents and correspondence submitted to the Road Commission becomes the property of the Road Commission and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contract and attachments.

Liquid Asphalts and Emulsions

The undersigned herein submitted this bid and agrees to enter into an agreement with the Road Commission of St. Joseph County in accordance with the bid documents. In submitting this complete and signed bid, it is understood that the right is reserved by the St. Joseph County Road Commission to reject any or all bids and to make such award that is in the best interest the Road Commission.

WE, THE UNDERSIGNED, agree to furnish to the Road Commission of St. Joseph County Liquid Asphalt and Emulsions conforming to the attached specifications at the pricing indicated as noted. F.O.B. various locations. *Terms must be 2%10 or N/30

1. It is understood that the specifications governing the materials and subsequent performance after this bid is sealed are the "Standard Specifications for Highway Construction" adopted by the Michigan State Highway Department of 2012, as amended and supplemented.
2. Emulsified Asphalt Material HFRS-2, CM-90/BM/90 shall be certified to have come from an MDOT (Michigan Department of Transportation) approved manufacturer.
3. Any Materials not meeting specifications will be returned to the loading point at no expense to the Road Commission. Acceptable replacement materials will be furnished immediately upon notification of such materials. Any materials used prior to notification of not meeting specifications will be paid for only at the discretion for the Road Commission Board and in an amount it determines as compensation in full.
4. The gross, tare and net weight **MUST BE COMPUTER PRINTED** and be included on the trucking ticket and the copy of the pit ticket attached to the trucking ticket and **signed by a Road Commission employee to process payment**. No payment will be made for unsigned trucking tickets and/or tickets without weight requirements.
5. It is understood that the supplier or trucker will furnish the Road Commission with a duplicate of the demurrage slip in those instances where demurrage is due. The duplicate is to be signed by a representative of the Road Commission, who by their signature attests to the fact that the trucker finished unloading at the designated time. In the absence of the signed duplicate, no demurrage will be allowed.
6. The delivered quantity may **not** exceed the Purchase Order quantity by more than 5% without prior approval from the Road Commission
7. Pricing to be firm until end of calendar year unless tied to a consumer price index sheet. If pricing variations are part of the bid the price index sheet being used, shall be stated within the bid, along with how pricing will be determined and a copy of a dated price index sheet to establish a baseline. Winning bidder agrees to furnish current price index sheet to the Road Commission within 3 days of a request by the Road Commission.
8. THIS BID, BY MUTUAL AGREEMENT OF BOTH PARTIES, may be extended for additional one (1) year periods, each year hereafter, but not to exceed a maximum of two (2) additional years. Requests for contract extensions must be in writing and received by the Road Commission no later than November 30th of each year.

Liquid Asphalts and Emulsions

*******PLEASE PROVIDE TWO (2) SETS OF ORIGINAL BID PACKETS**

For Quoting purposes these quantities are estimated from 2019

	<u>SJCRC</u>
HFRS2	35,000 gal.
CM-90/BM-90	700,000 gal.
MSOP (Prime Oil)	18,000 gal.
FOGSEAL	12,000 gal

Material Description	Price	Unload Free Time	Demurrage
MSOP Prime Oil or "approved equal"	\$_____ per _____	_____	_____
HFRS2 or "approved equal"	\$_____ per _____	_____	_____
BM-90 or "approved equal"	\$_____ per _____	_____	_____
FOGSEAL or "approved equal"	\$_____ per _____	_____	_____
Special order Placement/Cancellation requirements of Bidder _____			

Delivery Requirements as follows:

Delivery to be made at the locations and times specified when the Road Commission releases the product for delivery.

BM-90 to: Various sealcoat locations within St. Joseph County as required daily.

HFRS2, BM-90 shall be delivered at or above application temperature. All costs incurred in heating materials, to application temperature, shall be borne by the producer, manufacture or jobber or whatever in the opinion of the Engineer is in the best interest of the Road Commission.

Fogseal: Bidder shall supply specifications for any provided fogseal materials with the bid document.

St. Joseph County Road Commission

Liquid Asphalts and Emulsions

COMPANY NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____

PRINTED NAME _____ SIGNATURE _____

TITLE _____ DATE _____

PHONE NO _____ FAX NO _____

E-MAIL ADDRESS _____ *TERMS _____

Must be 2%10 or N/30

By my signature on this document, I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, nor offered or accepted anything of value from any official or employee of St. Joseph County Road Commission that would tend to destroy or hinder free competition, or otherwise compromise the bid process.

INDEMNIFICATION

SJCRC will not be responsible for injury to contractor's employees, sub-contractors, or to third parties caused by the contractor's agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

"The contractor agrees to protect, defend, indemnify and hold the SJCRC and its commissioners, officers, employees and agents free and harmless from and against any and losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligation, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder".

"The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to indemnify the SJCRC for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the SJCRC, its commissioners, officers, employees or agents".

INSURANCE

If awarded the bid, Bidder agrees to procure and maintain the following insurance coverage, naming the St. Joseph County Road Commission as "**Additional Insured**", and furnish a proof of the Certificate of Insurance to the SJCRC:

- | | | |
|----|---|--|
| A. | Comprehensive General Liability including | \$1,000,000 per occurrence and
\$2,000,000 aggregate |
| | 1. Products and completed operations | |
| | 2. Broad form property damage | |
| | 3. Premises operations | |
| | 4. Broad form contractual | |
| | 5. Personal injury | |
| B. | Workers' Compensation Employers Liability Statutory
Coverage and Employer's Liability Limits of: | \$500,000/\$500,000/\$500,000 |
| C. | Automobile liability including hired and leased
vehicles owned and non-owned autos | \$1,000,000 CSL or \$500,000 per person
\$1,000,000 per accident \$500,000
Property damage |
| | Personal Injury Protection – Statutory Limits and Property Protection Insurance - | \$1,000,000 Limit. |

Certificate shall provide for thirty (30) days notice to the Road Commission prior to cancellation.

**Certification of Compliance with
State and Federal Debarment & Suspension Policies and Laws**

In accordance with OMB Circular A-133, the following certification statement must be submitted by all proposers of materials or services on projects using federal funds that are expected to equal or exceed \$25,000 in value. **** **Per policy of the St. Joseph County Road Commission, ALL bidders regardless of quantities are required to complete this form.**

Section 1

The undersigned hereby certifies, to the best of his/her knowledge that within the past three years, the Company, an officer of the Company, or an owner of a 25% or greater interest in the Company:

- 1. Has been convicted of a criminal offense incident to the application for or performance of a local, state, or federal government contract or subcontract; **Yes**
 No
- 2. Has been convicted of any other offense, violated any other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which, in the opinion of the Owner, indicates that the Company is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the Owner; **Yes**
 No
- 3. Has failed to substantially perform a contract or subcontract according to its terms, conditions, and specifications within specified time limits; **Yes**
 No
- 4. Has violated state or federal bid solicitation procedures or violated the terms of a solicitation after bid submission; **Yes**
 No
- 5. Has refused to provide information or documents required by a contract including, but not limited to information or documents necessary for monitoring contract performance; **Yes**
 No
- 6. Has failed to respond to requests for information regarding the Company's performance, or accumulated repeated substantiated complaints regarding performance of a contract/purchase order; and **Yes**
 No
- 7. Has failed to perform a contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree. **Yes**
 No

Section 2

For purposes of this section, "Principals" means officers, directors, owners, partners, and any other persons having primary management or supervisory responsibilities within a business entity. The undersigned hereby certifies and represents to the best of his/her knowledge that the supplier and/or any of its Principles:

- 8. Is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of a purchase by any state or federal agency: **Yes**
 No

9. Has within a three-year period preceding completion of this form, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) purchase; **Yes**
 No
10. Have within a three-year period preceding completion of this form had one or more purchases terminated for default by any local government, state, or federal agency. **Yes**
 No

Section 3

The undersigned must provide immediate written notice if, at any time before a purchase award, the Company learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances. **Agree**
 Disagree

A certification that the undersigned Company or its Subcontractors is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of a purchase by any state or federal agency. **Agree**
 Disagree

In the event that the undersigned has answered “yes” to any questions in Sections 1 or 2, or is unable to agree to the statements in Section 3, an explanation shall be attached herewith.

The undersigned hereby certifies, by submission of this document and its accompanying proposal documents, that the above information is true and accurate, and that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

 Signature of Authorized Representative

 Date

 Name

 Title

 Official Organization (Company) Name

 Witness

 Date

 Witness Name and Title