

GENESEE COUNTY ROAD COMMISSION



INVITATION TO BID FOR ITEM #9 – HOT MIX ASPHALT MATERIALS

Issue Date: July 11, 2024

Mandatory Pre-Bid Meeting: N/A

Pre-Bid Question Deadline: July 24, 2024, 10:00 a.m., Local Time

Bid Deadline: August 1, 2024, 1:00 p.m., Local Time

Purchasing Contact: Stephanie Jaeger, Purchasing Administrator
(810) 767-4920 ext. 271
sjaeger@gcrc.org

Sealed proposals for **Hot Mix Asphalt** will be received by the Genesee County Road Commission until **1:00 p.m. on August 1, 2024**, at which time they will be **publicly opened and read at the Genesee County Road Commission Administration Building – 1st Floor Boardroom** located at 211 West Oakley Street, Flint, Michigan 48503.

All bids must be submitted in a sealed envelope marked “BID – ITEM #9 – HOT MIX ASPHALT MATERIALS**”.**

RETURN BID TO:

Genesee County Road Commission
Purchasing Department
Attn: Stephanie Jaeger
211 W. Oakley Street
Flint, MI 48503

The Genesee County Road Commission officially distributes bid documents from the Purchasing Division or through BidNet. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Division or BidNet are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the Road Commission is to become a registered vendor by visiting the BidNet website.

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Any questions regarding this bid request should be emailed to sjaeger@gcrc.org by 10:00 a.m. on July 24, 2024. Questions received after the date and time above will not be considered. Vendors are specifically directed to not contact other Road Commission staff; unauthorized contact of any Road Commission Department employee may result in rejection of bid submittal.

The Genesee County Road Commission reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The Genesee County Road Commission reserves the right to accept any separate item in the bid; and to accept the bid that, in the opinion of Genesee County Road Commission, is to the best advantage and interest of the public we serve.

The submission of a bid hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity and quality of work to be performed.

Bids shall be in conformance with the documents. The Bid Form must be completed entirely and submitted with the bid. Any deviation from the specifications must be noted on the bid.

Contract Termination

The Genesee County Road Commission reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the Genesee County Road Commission will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the Genesee County Road Commission's best interest and will be final. The Genesee County Road Commission reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.

Quantities

All quantities stated, unless indicated otherwise are estimates and the Genesee County Road Commission reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs. Items will be ordered on an as needed basis.

Delivery costs and charges (if any) shall be included in the bid price. Failure to do so may be cause for rejection of the bid. The Genesee County Road Commission will not accept any additional charges (fuel surcharges, etc) during the term of this contract.

General Conditions

The successful bidder must meet and provide all requirements as outlined in the specifications package as contained herein. The bid form contains general specifications which are used as the basis for the overall bid evaluation. All bids shall be in conformance with and subject to General Specifications and other bid documents as contained herein.

Bids shall be in conformance with and subject to the instructions in the bid documents. The Bid Form must be completed entirely and submitted with the Bid.

All bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid. The successful proposer will be required to hold pricing during the term of the contract.

No bidder may withdraw a bid after the actual date of the opening thereof except in a case where a bidder demonstrates to the Genesee County Road Commission's reasonable satisfaction that a material and substantial mistake was made in preparing the bid, in which event the bidder shall have 24 hours after the opening of the bid to deliver to the GCRC notice, in writing, that the bidder desires to withdraw the bid and state the reasons therefore. Once a bid is withdrawn, it may not be rebid.

Appeals and Remedies

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest and may submit a request in writing to the **Purchasing Division** that the proposal receive a second review within seven (7) day of an award. Aggrieved persons are urged to seek resolution of their complaints initially with the appropriate **Department Head and/or the Purchasing Division**. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing within seven (7) calendar days of the date the contract is awarded. The **Genesee County Road Commission Managing Director and the Chairperson of the Board** shall make a determination on the merits of the protest, and, if appropriate, determine a remedy, and that determination shall be final and conclusive.

Any deviations from the specifications must be noted on the Bid Form.

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The Genesee County Road Commission reserves the right to waive any informalities, immaterial omissions, defects not involving price, time or changes in the work and award multiple contracts. In the case of error in the extension of prices in the bid or other arithmetic error, the unit price shall govern.

No bid will be accepted from any person, firm or corporation who is in arrears upon any obligation to the Genesee County Road Commission or who otherwise may be deemed responsible or unreliable by the County.

Municipalities are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The Genesee County Road Commission will furnish the successful bidder with tax exemption certificates when requested.

The Genesee County Road Commission's acceptance of a proposal/bid and approval of the award of a contract shall not constitute a formed contract, and the acceptance of a proposal/bid and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written agreement acceptable to the County.

All costs incurred in the preparation and presentation of this bid in any way whatsoever, shall be wholly absorbed by the prospective. All supporting documentation will become the property of the Genesee County Road Commission unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Bid is not assured.

Hazardous Substance

State law requires that shipments of hazardous substances shall include SAFETY DATA SHEETS (SDS). SDS must be supplied with the first order shipped under any contract, and at any time the SDS are revised.

Non-Discrimination

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the Genesee County Road Commission shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

Ineligibility of Iran Linked Business

Under 2012 PA517, an Iran linked business, as defined therein, is not eligible to contract with Genesee County Road and shall not submit a proposal.

Alternate Bid

Bidders are cautioned that any alternate bid, unless requested by the Purchasing Division, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for this bid, may be considered non-responsive, and at the opinion of the Genesee County Road Commission, may result in rejection of the bid.

Changes and Addenda

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda.

Pricing

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amounts of the bid, the unit price bid will govern.

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Award of Purchase Order

The bid will be awarded to the responsible, responsive bidder whose bid conforming to this solicitation will be most advantageous to the Road Commission, price and other factors considered.

The Genesee County Road Commission reserves the right to reject any and all bids, in part or whole, and to waive any informalities or irregularities in bids received. The Genesee County Road Commission reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation based on price, availability and service when in its judgment it best serves the Genesee County Road Commission.

Method of Payment

Payment shall be made from supplier's invoice submitted to cover items received and accepted during the billing period. Invoices must contain the purchase order number under which the contract is awarded.

Partial payments are not authorized on individual written purchase orders issued for this procurement. Payment will be made upon final delivery and acceptance of all supplies ordered on each purchase order issued.

Default Conditions

In case of default by the contractor, the Genesee County Road Commission may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the contract and award to the next qualified bidder, such error may be subject to default conditions.

Insurance Regulations

The vendor shall not commence work until he has obtained and delivered to the Genesee County Road Commission the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the Genesee County Road Commission and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the Genesee County Road Commission each year at the time of policy renewal. New certificates shall be delivered to the Genesee County Road Commission in the same format as outlined in the SAMPLE certificate attached. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

Interlocal Participation

It is hereby made a precondition of any bid for a Contract for products or services and a part of these specifications that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity.

It is further understood, that any other governmental entity that elects to use a Genesee County Road Commission award will issue its own Contracts or purchase orders and will require separate billing.

Assignment

Contractor may not assign this Contract to any other party without the prior approval of GCRC. Upon notice to Contractor, the GCRC, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.

Acceptance

Contract activities are subject to inspection and testing by the GCRC within 30 calendar days of the State's receipt of them, unless otherwise provided in the ITB. If the Contract activities are not fully accepted by the Genesee County Road Commission, GCRC will notify Contractor within 30 days that either: (a) the Contract activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the GCRC finds material deficiencies, it may : (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with the Contract Termination clause.

Prevailing Wage

Not applicable.

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Purchase from Other Sources

The GCRC reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of the GCRC. Further, the GCRC reserves the right to obtain such goods and/or services from others without penalty or prejudice to the GCRC or the Vendor and such action shall not invalidate in whole or in part this Contract or any rights or remedies the GCRC may have hereunder.

Subcontractors

The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s).

The GCRC reserves the right to approve or reject, in writing, any proposed subcontractor. If the GCRC rejects any proposed subcontractor in writing, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the IFB or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the GCRC.

If the Bidder's team is comprised of a prime Contractor with Subcontractors, the Subcontractors must remain exclusive to the prime described in the bid until the end of the specific ITB Bid period and may not partner with more than one prime for the purposes of the responsive bid. The total exclusive time will be 90 days from the bid due date.

Communications

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation TO Bid (ITB) must be made only through the Purchasing Contact noted on the cover of this ITB. A violation of this provision is cause for the GCRC to reject a Company's bid. No contact regarding this document with other GCRC employees is permitted, and may be grounds for disqualification.

Disqualification of Bidder

Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:

- a) Evidence of collusion among Bidders;
- b) Lack of competency as revealed by either financial, experience, or equipment statements;
- c) Lack of responsibility as shown by past work;
- d) Uncompleted work under other contracts which in the judgment of the GCRC, might hinder or prevent the prompt completion of additional work if needed.

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DAMAGE LIABILITY AND INSURANCE

INSURANCE: The Contractor shall comply with the following:

A. INDEMNIFICATION

The Contractor shall hold harmless, indemnify and defend in litigation the County of Genesee, the Board of County Road Commissioners of the County of Genesee, the Genesee County Road Commission, and its agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of and to completion of the work.

B. WORKER’S COMPENSATION INSURANCE

The Contractor shall certify before the execution of the contract that the Contractor carries Worker’s Compensation Insurance as required by Michigan law.

C. COMMERCIAL GENERAL LIABILITY

\$2,000,000 each occurrence / \$3,000,000 aggregate

D. AUTO LIABILITY

\$2,000,000 bodily injury each occurrence / \$3,000,000 aggregate (to cover all Contractor’s owned, non-owned and hired vehicles); statutory \$1,000,000 property damage

E. NOTICE

The Vendor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Genesee County Road Commission. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the Genesee County Road Commission, in writing, immediately of any cancellation or reduction in the insurance coverage. The Vendor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Genesee County Road Commission, in writing, the following:

1. A 30-day prior notice of any insurer initialed cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

F. REPORTS

The Contractor or the Contractor’s insurance carrier shall report to the Genesee County Road Commission claims received, inspections made and disposition of claims. The Genesee County Road Commission will withhold the final estimate or reserve until either the contractor pays the claim or until final disposition of the claim by the Contractor’s insurance company has been received by the Genesee County Road Commission.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the Genesee County Road Commission, its elected and appointed officials, employees and volunteers and others working in behalf of the Genesee County Road Commission against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Genesee County Road Commission, its elected and appointed officials, employees, volunteers or others working in behalf of the Genesee County Road Commission by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Contractor Signature

Company Name (Printed)

Date

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SPECIFICATIONS AND SCOPE OF WORK

TERM OF CONTRACT & CONTRACT RENEWAL: The term of the contract shall be awarded for one (1) year beginning on the effective date of the contract. **The cost shall remain the same for one (1) year.** By agreement of both parties, this bid can be extended for an additional one (1) year period.

BRAND NAME: If and wherever, in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the Genesee County Road Commission that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the Road Commission. If samples should be requested, such samples must be received by the Genesee County Road Commission no later than seven (7) days after formal request is made.

The Genesee County Road Commission reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

DESCRIPTION: Below are the specification requirements for furnishing **ITEM #9 – HOT MIX ASPHALT MATERIALS on an as needed basis.** The Contractor shall meet **the following specifications and requirements, and all related, required materials and accessories.**

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

The Hot Mix Asphalt Materials shall be in accordance with the current MDOT Standard Specifications for Construction.

Quantities on which bids are being received are estimated quantities only.

FINAL ACCPETANCE: Final acceptance of any mixture produced under this specification shall be dependent upon satisfactory performance of the material in use.

PRICING/DELIVERY: All items should be priced – FOB Destination Full Freight Allowed, inside delivery. The Genesee County Road Commission will not pay for any additional transportation and/or shipping charges.

Delivery for the materials at various project sites throughout Genesee County as requested by the Maintenance Department shall be made on an as needed basis. Once an order has been placed, delivery to each project site shall be made within two (2) days. ***The cost for delivery is to be paid separately at a mutually agreed upon price.***

The Genesee County Road Commission reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the Road Commission. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

Escalation/De-Escalation: Bid prices shall remain firm for a period of one (1) year from the date of award. The Contractor may raise price upon written notice for the following reason(s):

Cost of fuel and materials. This price increase must include backup documentation as to the nature of the increase and shall be submitted to the Genesee County Road Commission Purchasing Division at least 30 days prior to the scheduled price increase.

The Road Commission of Genesee County will not pay fuel surcharges.

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BID SHEET

WE THE UNDERSIGNED agree to furnish and deliver **HOT MIX ASPHALT MATERIALS** to the Genesee County Road Commission. Material shall be in strict accordance, which is stated under Specifications included in the bid document above. Delivery to be made on an “as needed” basis.

<u>Description</u>	<u>U/M</u>	<u>Unit Price</u>
13A Hot Mix Asphalt	Ton	\$ _____
4C Hot Mix Asphalt	Ton	\$ _____
36A Hot Mix Asphalt	Ton	\$ _____
Tack coat (5 gallon pails)	Gal.	\$ _____
Bulk Tack Coat (SS1H)	Gal.	\$ _____

Terms: (Discounts offered will be taken) _____ Delivery: _____

The Genesee County Road Commission reserves the right to add or delete like or related items at any time during the term of this Contract.

Exceptions to Specifications (if more space is required, please attach additional sheets):

All bids must be accompanied by a Safety Data Sheet. Failure to do so may result in disqualification of bid submitted.

The bidder(s) affirms that he/she is duly authorized to execute this bid, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder(s) and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the bidder(s) has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

The submission of a bid hereunder shall be considered evidence that the bidder is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

 Company Name

 Date

 Address

 Phone Number

 City State Zip

 Email

 Signature of Person Authorized to Sign

 Printed Name

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EQUAL EMPLOYMENT OPPORTUNITY COMMISSION COMPLIANCE FORM

Please go to our website to access EEO Plan Instructions and Form at www.gcrc.org
These completed forms must be emailed to Monica Pearson at mpearson@gcrc.org.

The successful bidder or supplier must have an approved Equal Employment Opportunity Commission Compliance Form (EEOC) on file with the Genesee County Road Commission before a contract or purchase order can be executed. The EEOC must be prepared on forms available from the Road Commission Personnel Office. An EEOC, when approved, is valid for three (3) years. The EEOC must contain and conform to the following elements:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age*, sex*, height, weight, marital status, handicap, veterans status or political affiliation. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and section for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age*, Sex*, height, weight, marital status, handicap, veterans status or political affiliation.
3. The contractor or his collective bargaining representative will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
4. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of bids for any individual county project.
5. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Genesee County Road Commission said forms may, also elicit information as to the practices, policies, and program and employment statistics of each subcontractor as well as the contractor himself. The contractor will permit access to his books, records and accounts by the Genesee County Road Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.
6. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.
7. A firm whose work force is composed only of members of the same family is exempt from filing a formal EEOC. However, a modified EEOC listing of employees specifying their relationship must be submitted.

*Section 3a (a), Act No. 344, Public Acts of 1965, as amended by Act No. 349, Public Acts of 1966 reads:

It is unfair employment practice (a) for any employer, because an individual is between the ages of 35 and 60 or because of the sex of any individual, to refuse to hire or otherwise discriminate against him with respect to hire, tenure, terms, conditions or privileges of employment. Any such refusal to hire or discrimination shall not be an unfair employment practice if based on law, regulations, the requirements of any federal or state training or employment program or on a bona fide occupational qualification and except selecting individuals for an apprentice program or an on-the-job training program intended to have duration of more than four months.

COMPLIANCE:

In the event that the Genesee County Road Commission finds that a contractor has not complied with the contractual obligations under this agreement, the Board of Genesee County Road Commissioners may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the Genesee County Road Commission until the contractor complies.