



**Purchasing Division  
Invitation To Bid  
ITEM #11 – HFRS-2M - ASPHALT EMULSION MATERIALS**

**COVER SHEET**

ITEM NUMBER: Item #11  
ITEM **HFRS-2M – ASPHALT EMULSION MATERIALS**  
DEADLINE **February 9, 2012**  
PRE BID MEETING: N/A

Bids are being solicited for the purpose of supplying and delivering **ITEM #11 –HFRS-2M – ASPHALT EMULSION MATERIALS** for the Genesee County Road Commission.

**All bids must be submitted in a sealed envelope marked “BID – ITEM #11 – HFRS-2M – ASPHALT EMULSION MATERIALS.”**

RETURN BID TO:  
**MAILING ADDRESS:**

GENESEE COUNTY ROAD COMMISSION  
JOYCE MCCLANE, CPPB  
PURCHASING DEPARTMENT  
211 W. OAKLEY STREET, 2<sup>nd</sup> Floor  
FLINT, MI 48503

If you are interested in providing bid, please fill in the following information and return no later than the due date of **February 9, 2012 at 1:00 p.m. E.S.T.**, to the attention of Joyce A. McClane, Purchasing Coordinator.

The Genesee County Road Commission officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade network (MITN). **Bid documents can be obtained through Michigan Intergovernmental website at: [www.govbids.com](http://www.govbids.com). You may also register on our site to be notified of all upcoming new bids at: [www.gcrc.org](http://www.gcrc.org).** Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the MITN System or Genesee County Road Commission’s website are guaranteed access to receive addendum information, if such information is issued. Final proposal results will be posted on the GCRC website and MITN website after award.

For more information, please call Genesee County Road Commission Purchasing Office at (810) 767-4920.

Final Bid Tabulations will be on our website ([www.gcrc.org](http://www.gcrc.org)) after Board approval.

**Any technical questions about the specification, please contact Fred Jackson, Assistant Director at (810) 767-4920, ext. #256.**

The Board reserves the right to accept or reject any or all bids, to waive any informality in the bids, to split and/or accept the bid which is in the best interest of the Genesee County Road Commission. The Board also reserves the right to re-award a bid when in the opinion of the Genesee County Road Commission the lower bidder will not be able to adequately comply with the Genesee County Road Commissions requirements in a timely manner.



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The Genesee County Road Commission appreciates your time and effort in preparing this bid. Please note that all bids **must be received at the designated location by the deadline shown**. Bids received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable. **Fax and E-mail bids are not acceptable and will not be considered**. We would appreciate it if you would indicate on any “No Bid” response, any requirement of this ITB which may have influenced your decision to “No Bid”.

**VERY IMPORTANT NOTICE**

The Genesee County Road Commission operates under an Equal Employment Opportunity Policy. Bidders must comply with the non-discrimination clause of the Genesee County Road Commission’s Equal Employment Opportunity Plan. ***Within 3 business days of being notified that you are the tentative low bidder, you must have your form on file with the Personnel Department at Genesee County Road Commission.***

***Our recommendation is that if you plan to do business with the Genesee County Road Commission in the future, please get this form on file. SEE ATTACHED FORM.***

***Also, if you are awarded a bid, you must provide a copy of your W-9 Form.***

All Bidders must contact the Genesee County Road Commission’s Personnel Office to ensure that your Equal Employment Opportunity Plan is on file and up to date. If an Equal Employment Opportunity Plan is not on file with the Genesee County Road Commission, it is the Vendor’s responsibility to request, complete and submit necessary forms to the Personnel Office. Failure to comply with the above terms will result in disqualification of your bid.

**THE BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF GENESEE, MICHIGAN  
David Miller, Chairperson, Cloyce Dickerson, Vice-Chairperson,  
John G. Mandelaris, Commissioner, Robert C. Johnson, Commissioner, James A. Pomeroy, Commissioner**



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**STANDARD TERMS AND CONDITIONS**

**FUNDING:** Funds for payment have been provided through the Genesee County Road Commission budget approved by the Board of Commissioners for the current fiscal year only.

**DELIVERY:** Items ordered from this bid may require delivery to various locations throughout the Genesee County Road Commission, as specified in this bid or at time of order. All delivery and freight charges (F.O.B. Genesee County Road Commission designated location) are to be included in the bid price except as noted herein.

**AWARD OF CONTRACT:** The Board reserves the right to accept or reject any or all bids, to waive any informality in the bids, to split and/or accept the bid which is in the best interest of the Genesee County Road Commission. The Board also reserves the right to re-award a bid when in the opinion of the Genesee County Road Commission the lower bidder will not be able to adequately comply with the Genesee County Road Commissions requirements in a timely manner. The successful bidder will be notified of award as promptly as a thorough analysis of bids will permit.

**EQUAL EMPLOYMENT:** All contracts will be awarded by the Genesee County Road Commission without consideration as to race, religion, sex, national origin or disability of bidder.

**CONTRACT:** When applicable, the bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by the Genesee County Road Commission, shall constitute a Contract equally binding between the successful bidder and the Genesee County Road Commission. No invoices will be paid prior to acceptance of Contract by the Genesee County Road Commission. No different or additional terms will become a part of this Contract.

**INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any bid for a Contract for supplies 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 having an interlocal agreement with the Genesee County Road Commission.

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

**DEFAULT OF BIDDER:** When applicable, if successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder.

Bidder, in submitting this bid, agrees that the Genesee County Road Commission shall not be liable to prosecution for damages in the event that the Genesee County Road Commission declares the bidder in default.

**ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Genesee County Road Commission Purchasing Department. Addenda will be mailed to all that are known to have received a copy of the bid package and/or Contract. Bidders shall acknowledge receipt of all addenda.

**SALES TAX:** The Genesee County Road Commission is exempt by law from payment of Michigan Sales Tax and Federal Excise Tax.

**ETHICAL CONDUCT:** The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or agent of the Genesee County Road Commission. The bidder affirms that the only person or parties interested in this bid as principals are those named herein, and that this bid is made without collusion with any other person, firm, or corporation.



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**STANDARD TERMS AND CONDITIONS CONTINUED**

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder’s responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The Genesee County Road Commission may request representation and other information sufficient to determine bidder’s ability to meet these minimum standards listed above.

**REFERENCES:** During an analysis of all bids, the Genesee County Road Commission may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

**INSURANCE:** The Vendor shall comply with the following:

**A. INDEMNIFICATION**

The Vendor shall save 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. WORKMAN’S COMPENSATION INSURANCE**

The Vendor shall certify before the execution of the contract that the Contractor carries Workman's Compensation Insurance.

**C. BODILY INJURY AND PROPERTY DAMAGE**

The Vendor, before execution of the contract, shall file with the Genesee County Road Commission copies of completed certificates of insurance, as evidence that he Contractor carries adequate insurance, satisfactory to the Genesee County Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.



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**STANDARD TERMS AND CONDITIONS CONTINUED**

**1. BODILY INJURY AND PROPERTY DAMAGE OTHER THAN AUTOMOBILE**

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

**BODILY INJURY and PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$1,000,000</b>
Aggregate .....	<b>\$2,000,000</b>

This insurance shall include, but not be limited to, coverage for:

- (a) Underground damage to facilities due to drilling and excavating with mechanical equipment.
- (b) Collapse or structural injury to structures due to blasting or explosions, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

**2. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY AUTOMOBILE**

Unless otherwise specifically required by special provisions, the minimum limits of and bodily injury liability and property damage liability shall be:

**BODILY INJURY LIABILITY**

Each Person .....	<b>\$ 500,000</b>
Each Occurrence .....	<b>\$1,000,000</b>

**PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$1,000,000</b>
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**COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$2,000,000</b>
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3. The requirements for 1 and 2 above may be met through an Umbrella policy.

**4. OWNER’S PROTECTIVE LIABILITY**

Bodily injury and property damage protection, including general supervision of work performed shall be extended to the County of Genesee, the Board of County Road Commissioners of the County of Genesee, and the Genesee County Road Commission and all agent and employees thereof and, where shown, identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations. The minimum limit shall be \$1,000,000.

**D. 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.



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**STANDARD TERMS AND CONDITIONS CONTINUED**

**D. NOTICE (Continued)**

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:

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

A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

**E. REPORTS**

The Vendor or the Vendor's insurance carrier shall report to the Engineer 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 Vendor's insurance company has been received by the Genesee County Road Commission.

**SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**INDEMNIFICATION CLAUSE:** The successful bidder (herein after referred to as Vendor), shall defend, indemnify, and save harmless the Genesee County Road Commission and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Vendor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Vendor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Workmen's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

Further, Vendor indemnifies and will indemnify and save harmless the Genesee County Road Commission from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Vendor shall pay any judgment with costs which may be obtained against the Road Commission growing out of such injury or damages.

Money due the Vendor under and by virtue of his Contract as may be considered necessary by the Genesee County Road Commission for such purpose may be retained for the use of the Road Commission, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the Genesee County Road Commission, except that money due the Vendor will not be withheld when the Vendor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.



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**STANDARD TERMS AND CONDITIONS CONTINUED**

**THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

**PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the Genesee County Road Commission Purchasing Department. Invoices not bearing a purchase order number will not be paid.

**TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the Genesee County Road Commission Purchasing Department, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with the Road Commission. The Genesee County Road Commission reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the Road Commission.

**WAGES:** Vendor shall pay or cause to be paid, without cost or expense to the Genesee County Road Commission, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law.

**TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the Genesee County Road Commission Purchasing Department, 211 W. Oakley Street, Flint, Michigan 48503. The Genesee County Road Commission reserves the right to award a canceled Contract to next lowest and best bidder as it deems to be in the best interest of the Road Commission.

In the event of breach or default of this Contract, the Genesee County Road Commission reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the Road Commission.

In the event the Vendor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, the Genesee County Road Commission shall give the Vendor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the Road Commission within two (2) working days of receipt of such notice by the Vendor, default will be declared and all the Vendor's rights shall terminate.

**DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Vendor by the Genesee County Road Commission shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Vendor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Vendor's name and address, delivery location, purchase order number and descriptive information as to item and quantity delivered.

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

**PAYMENT:** Payment shall be made upon receipt and/or acceptance of item(s) ordered in accordance with the terms of this Contract by the Genesee County Road Commission and receipt of a valid invoice.



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**STANDARD TERMS AND CONDITIONS CONTINUED**

**VENDOR'S LIABILITY:** The Vendor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Vendor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

**DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the Road Commission's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Vendor at the next service day at no expense to the Genesee County Road Commission. If item is not picked up within one (1) week after notification, the item will become a donation to the Genesee County Road Commission for disposition.

**WARRANTY:** Vendor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Vendor and the Genesee County Road Commission agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Vendor shall provide additional warranty requirements as defined in the Scope of Work attached.

**ASSIGNMENT:** Vendor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Genesee County Road Commission.

**GOVERNING LAW:** Vendor is advised that these requirements shall be fully governed by the laws of the State of Michigan and that the Genesee County Road Commission may request and rely on advice, decisions and opinions of the Genesee County Road Commission Attorney concerning any portion of these requirements.

**DRAWINGS:** When applicable, all plans and specifications are hereby attached and made a part of this Contract.

**BID BOND:** When applicable, the successful bidder shall furnish satisfactory performance and lien bonds, each in the amount of not less than 100% of the total contract price. This request will be in your Specification and Terms.

When applicable, the bidder must submit a certified check, cashier's check or bid bond in an amount equal to 5% of the bid price, payable to the Genesee County Road Commission. This request will be in your Specification and Terms.

**APPLICABLE LAW:** All applicable laws and regulations of the State of Michigan and regulations of the Genesee County Road Commission shall apply.

**COMPLIANCE WITH APPLICABLE LAWS:** Vendor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules and regulations, relating to the provision of the services contracted to be provided by Vendor hereunder or which in any manner affect this Contract.



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**STANDARD TERMS AND CONDITIONS CONTINUED**

**FORCE MAJEURE:** Neither the Genesee County Road Commission nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

**SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

**QUANTITIES:** The Genesee County Road Commission requests purchase prices for the items identified in this bid, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

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. The additions or deletions shall be incorporated into the Contract in the form of an addendum.

**PURCHASE FROM OTHER SOURCES:** The Genesee County Road Commission 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 through separate procurement actions due to the unique or special needs of the Genesee County Road Commission. Further, the Road Commission reserves the right to obtain such goods and/or services from others without penalty or prejudice to the Road Commission or the Vendor and such action shall not invalidate in whole or in part this Contract or any rights or remedies the Genesee County Road Commission may have hereunder.



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**SPECIAL REQUIREMENTS**

**BIDDER INSTRUCTIONS: READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

The following requirements and specifications supersede General Requirements where applicable.

**GENERAL: All bids inclusive of pricing shall remain firm for acceptance for a period of one hundred twenty (120) days from opening date unless otherwise specified by the Genesee County Road Commission.**

Prices bid shall reflect the full Scope of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

All correspondence relating to this ITB, from receipt to award shall be sent to the Genesee County Road Commission Purchasing Coordinator.

No award or acquisition can be made until the Genesee County Road Commission Board of Commissioners approves such action.

This ITB in no manner obligates the Genesee County Road Commission or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract or purchase order. Progress toward this end is solely at the discretion of the Genesee County Road Commission and may be terminated at any time prior to the signing of a Contract.

The Genesee County Road Commission will not be liable for any costs incurred by the Vendor in preparing a response to this ITB. The Genesee County Road Commission makes no guarantee that any goods and/or services will be purchased as a result of this ITB, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of the Genesee County Road Commission.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

**ITB FORM COMPLETION:** Bidder shall fill out, **SIGN**, and return to the Genesee County Road Commission Purchasing Department one (1) original and one (1) copy of the complete ITB form. An authorized representative of the vendor **MUST** sign the Bid Sheet. The Contract will be binding only when signed by an authorized person at the Genesee County Road Commission and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, Vendor **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL** ITBs are to be **F.O.B. Destination, Net Thirty (30) Days**.

**ITB RETURNS:** Bidders must return all completed bids to the Genesee County Road Commission Purchasing Department at 211 W. Oakley Street, Flint, Michigan 48503 **no later than 1:00 P.M.** on the date specified. Late ITBs will not be accepted. ITB must be submitted in a sealed envelope and addressed as follows:

**MAILING ADDRESS:**

GENESEE COUNTY ROAD COMMISSION  
JOYCE A. MCCLANE, CPPB  
PURCHASING DEPARTMENT  
211 WEST OAKLEY STREET, 2<sup>ND</sup> FLOOR  
FLINT, MICHIGAN 48503

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**SPECIAL REQUIREMENTS CONTINUED**

**PREPARATION OF BID:** Bid must be submitted on the forms provided in this package, in ink or typewritten. The Bid Sheet(s), the Certification Sheet and the Contract Sheet must be manually signed by an officer of the company having the authority to bind the firm into a contract. These sheets, together with any addendum receipt forms which may have been issued, must be enclosed in a sealed envelope marked with the Vendor's company name, the bid name, number and due date.

**ITEMS TO BE FURNISHED AS PART OF BID:**

1. Signed Bid Sheet(s)
2. Signed Contract Sheet- undated (when applicable)
3. Non-Collusion Statement
4. Samples, if required by Specifications
5. References when required by Specifications

Failure to provide these items may result in rejection of bid.

**LATE BIDS:** Bids received in the Purchasing Department after submission deadline will be considered void and unacceptable. The Genesee County Road Commission is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the Purchasing Coordinator shall be the official time of receipt.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**SUBSTITUTIONS TO BID:** Bidders offering substitutions shall state these by attachment as part of the bid. The Genesee County Road Commission reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the Road Commission.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the Vendor without the permission of the Genesee County Road Commission for a period of one hundred twenty (120) days following the date designated for the receipt of bids, and Vendor so agrees upon submittal of their bid.

**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. Bid must provide hardware specifications where hardware is offered.

**TERMS OF PAYMENT:** Terms of payment shall be Net Thirty (30) Days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be bid. When applicable, Invoices for installed equipment and software will not be paid prior to complete acceptance by the Genesee County Road Commission unless otherwise specified. If installation of equipment and software is delayed, the Road Commission reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

**CONTRACT TERM & AWARD:** Award will be made to the lowest and best bid meeting specifications. By agreement of both parties bids may be extended for an additional one (1) year period, not to exceed a maximum of two (2) years.

Such extension shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Renewal shall be subject to approval by the Genesee County Road Commission Board of Commissioners each period. Once renewal option is exhausted, the Contract must be rebid.

**The Genesee County Road Commission retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.**



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**SPECIAL REQUIREMENTS CONTINUED**

**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.

**PRICE INCREASE:** Contract prices are not subject to increase unless there is a written notification thirty (30) days prior to price increase and proof of increase from manufacturer.

No charges may be billed to the Genesee County Road Commission unless such costs were explicitly included in the bid. Bidder will incur any costs not explicitly included in the bid and/or mutually agreed to in writing by the Genesee County Road Commission Purchasing Department. 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.

**CONTRACT OBLIGATIONS:** This bid, submitted documents and any negotiations, when properly accepted by the Genesee County Road Commission, shall constitute a Contract equally binding between the successful bidder and the Genesee County Road Commission. The selected bidder will be considered as the prime Vendor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts. The bidder’s response may be incorporated into any Contract which results from this ITB, therefore, bidders are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the bidder to meet such claims will result in a requirement that the bidder provide resources necessary to meet submitted claims and/or breach of Contract.

Warranty **certificates** or **letters** on all applicable and warranty items shall be provided to the end user upon delivery. All warranties shall start from the in-service date with the Genesee County Road Commission.

Bids received after the opening date and time will be rejected.

**REFERENCES**

Bidder shall state length of time in service as an authorized Dealer and/or Manufacturer for the product being proposed. Bidder shall state length of time Manufacturer has been building product being proposed and location of manufacturing facility. \_\_\_\_\_

Bidder shall submit name, address, responsible party and phone number of not less than (5) Michigan based Municipal owners of comparable models to that being offered, who have used such models over a (5) year span. If none, state so.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**The Genesee County Road Commission reserves the right to reject any bids, waive any irregularities therein, and to accept the bid that in the opinion of the Board, are in the best interest and to the best advantage of the County of Genesee, Michigan.**



**Purchasing Division**  
**Invitation To Bid**  
**ITEM #11 – HFRS-2M - ASPHALT EMULSION MATERIALS**

**NON-COLLUSION STATEMENT**

“The undersigned affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Bidder (Signature): \_\_\_\_\_

Bidder (Print Name): \_\_\_\_\_

Position with Company: \_\_\_\_\_

Signature of Company Official  
Authorizing this Bid/Offer: \_\_\_\_\_

Company Official  
(Printed Name): \_\_\_\_\_

Official's Position: \_\_\_\_\_

Bidder hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States and the State of Michigan.



**Purchasing Division**  
**Invitation To Bid**  
**ITEM #11 – HFRS-2M - ASPHALT EMULSION MATERIALS**

**STATEMENT OF “NO BID”**

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: GENESEE COUNTY ROAD COMMISSION, ADMINISTRATION/PURCHASING DIVISION, 211 W. OAKLEY STREET, FLINT, MI 48503 OR FAX (810) 767-4405.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- \_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW)
- \_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- \_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.
- \_\_\_\_\_ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE
- \_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- \_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.
- \_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.
- \_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR THE GENESEE COUNTY ROAD COMMISSION FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_



**Purchasing Division**  
**Invitation To Bid**  
**ITEM #11 – HFRS-2M - ASPHALT EMULSION MATERIALS**

**EQUAL EMPLOYMENT OPPORTUNITY**

The successful bidder or supplier must have an approved Equal Employment Opportunity Plan (EEOP) on file with the Genesee County Road Commission before a contract or purchase order can be executed. The EEOP must be prepared on forms available from the Road Commission Personnel Office. An EEOP, when approved, is valid for three (3) years. The EEOP 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 EEOP. However, a modified EEOP 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.



**Purchasing Division  
Invitation To Bid  
ITEM #11 – HFRS-2M - ASPHALT EMULSION MATERIALS**

**SPECIFICATIONS  
Page 1 of 2**

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.

**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.

Below are the specification requirements for furnishing **ITEM #11 – HFRS-2M – ASPHALT EMULSION MATERIALS:**

**DESCRIPTION**

This specification describes **ITEM #11 – HFRS-2M – ASPHALT EMULSION MATERIALS**. Bidders must submit a bid that meets this specification.

**REQUIREMENTS**

The **HFRS-2M ASPHALT EMULSION MATERIALS** shall be in accordance with **Section 904.03c of the 2003 MDOT Standard Specifications for Construction**.

Delivery shall be made upon request by the Maintenance Department on an as-needed basis at various locations throughout Genesee County.

**Bid price shall include cost of delivery for materials and a mobile storage tank for the materials at various locations throughout Genesee County. The mobile storage tank shall be maintained by the bidder in a workable condition so as to avoid spills and loss of materials.**

Prices shall remain firm for one (1) budget year (*October 1, 2011 thru September 30, 2012*) from the date of awarding bid contract.

**Unit Prices will be good beginning April 1, 2012 thru September 30, 2012.**

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

Quantities on which bids are being received are estimated quantities only and any increase or decrease in the stated quantities shall in no way affect the bid price.



**Purchasing Division  
Invitation To Bid  
ITEM #11 – HFRS-2M - ASPHALT EMULSION MATERIALS**

**SPECIFICATIONS  
Page 2 of 2**

**SPECIFIC REQUIREMENTS**

Top Seal HFRS-2M Asphalt Emulsion shall be polymer modified by a milled process and conform to the requirements specified in table I.

**TABLE I  
ASPHALT EMULSION**

TESTS ASTM D 244, unless otherwise designated	Requirements HFRS-2M
Viscosity, Saybolt Furol, ASTM D 88: At 50°C, Sec.	75-300
Storage Stability Test, 24-Hour, % Difference, max	1
Demulsibility: (a) .50 ml, 0.02 N Ca Cl ½, %, min.	50
Sieve Test, % max.	0.10
Distillation to 260°C, % by Weight: (b) (c)  Residue, min. _____	65  _____
Oil Distillate, max.	2
Test on Distillation Residue:  Penetration, 25°C, 100g, 5 sec., dmm, ASTM D5 _____	80-150  _____
Float Test, sec., min., ASTM D 139: At 60°C _____	1200  _____
Ash Content, %, max., ASTM D 128 _____	2  _____
Toughness / Tenacity, 25°C, 50 cm / min., Nm, min., ASTM D-4 Proposal P243 _____	4.5/3.5  _____
Elastic Recovery, 10°C, % min., MTM 312	60%

- (a) The Demulsibility Test shall be made within 30 days from date of shipment.
- (b) The test for residue by distillation shall be modified in accordance with MTM 302.
- (c) ASTM D 244, with modifications to include a 204°C (±6°C) maximum temperature to be held for 15 minutes.





**Purchasing Division**  
**Invitation To Bid**  
**ITEM #11 – HFRS-2M - ASPHALT EMULSION MATERIALS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. A firm whose work force is composed only of members of the same family is exempt from filing a formal EEOP. However, a modified EEOP listing of employees specifying their relationship must be submitted.

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**Purchasing Division  
Invitation To Bid  
ITEM #11 – HFRS-2M - ASPHALT EMULSION MATERIALS**

**VENDORS, SUPPLIERS AND CONTRACTORS  
WRITTEN EQUAL OPPORTUNITY PLAN  
Page 1 of 3**

<b>Date Submitted:</b>	
<b>Name Of Company:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT</b>	
<b>EQUAL OPPORTUNITY REPRESENTATIVE</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>

Steps to Assure Non-Discrimination (Attach a separate page if enough space is not provided)

**A. Recruitment:**

**B. Hiring:**



**VENDORS, SUPPLIERS AND CONTRACTORS**  
**WRITTEN EQUAL OPPORTUNITY PLAN**  
**Page 2 of 3**

**C. Training**

**D. Placement & Promotion**

**E. Compensation:**

**F. Demotion, Layoff & Termination:**

**G. Sub-Contracting**

Action Taken to Gain Cooperation of Unions

Have you been found guilty of a violation of federal or state civil rights laws concerning employment practices? If so, provide a written statement as to the nature and resolution to such case(s). Are you currently under a court order or consent judgment regarding employment practices? If so, attach a copy of this along with your response.

**Complete and Attach the Employment Profile Form**

**Include documents substantiating equal employment opportunity compliance pursuant to other contracts.**

