

**Please read this entire document as it contains very important information about doing business with the Washtenaw County Road Commission.**

**1.0 PURPOSE**

The Washtenaw County Road Commission solicits competitive sealed bids from qualified and experienced vendors for the purpose of furnishing its 2017 season's requirements of 3/8" x No. 4 blast furnace slag for routine and preventive activities, including but not limited to cold patch production and chipsealing.

**2.0 LOCATION**

Washtenaw County Road Commission  
555 N. Zeeb Road  
Ann Arbor, Michigan, 48103

**3.0 DAYS & HOURS OF OPERATION**

Monday through Friday, 7:00 AM to 3:30 PM excluding Road Commission observed holidays; however, the Road Commission may be closed on Fridays during the summer months of May through September.

**4.0 GENERAL SPECIFICATIONS**

It is understood that the specifications governing the materials and subsequent performance after this bid is sealed are the Michigan Department of Transportation 2012 Standard Specifications for Construction, as amended and supplemented.

The grading requirements of 3/8" x No. 4 blast furnace slag shall be as follows:

<u>PASSING SIEVE SIZE</u>	<u>PERCENT BY WEIGHT</u>
1/2 INCH	100
3/8 INCH	95-100
NO. 4	5-40
NO. 8	0-15
NO. 200	0-3
Minimum Crush Material	95%
Loss By Wash	0-3

The total price quoted by the Bidder must be the total cost delivered to the locations as directed by the Road Commission. 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 Vendor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Vendor's expense.

Daily quantities will vary depending on construction projects and/or maintenance needs and the Vendor shall be capable of delivering a minimum of 1,000 tons per day or as directed by the Road Commission.

The Washtenaw County Road Commission will not pay fuel surcharges.

Due to MIOSHA regulations, Vendor must furnish material safety data sheets for their products.

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.

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 Operations Department of the Washtenaw County Road Commission.

The successful bidder shall supply to the Road Commission MSDS, Product Data Sheets and material certification.

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.

The gross, tare and net weight **MUST BE COMPUTER PRINTED**, 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.

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.

## **5.0 SUBMISSION REQUIREMENTS**

### **5.1 Pre-opening Inquiries and Response**

Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation to Bid (“ITB”) and attachments, if any, must be requested to the Washtenaw County Road

Commission, attention Kenneth Harris, Assistant Superintendent of Maintenance at [harrisk@wcroads.org](mailto:harrisk@wcroads.org) no later than 3:00 P.M. on Wednesday, January 18, 2017.

## 5.2 Addendum

If it becomes necessary to revise any part of this ITB or if additional data is necessary to enable an exact interpretation of provisions of this ITB, an addendum will be issued to all vendors known to have received an ITB. It is the responsibility of the bidder to ensure that he/she has received and signed all addendums prior to submitting a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

## 5.3 Due Date, Time & Location

Bids will be received no later than 9:30 A.M., local time prevailing, on Monday, January 23, 2017 at which time they will be opened in public and read aloud at the:

Washtenaw County Road Commission  
Attention: Tiffany Feazel, Maintenance Clerk  
555 N. Zeeb Road  
Ann Arbor, Michigan 48103

Bids received at other locations or delivered after the due date and time will not be accepted and will be returned to the bidder.

## 5.4 Submission of Bids

Responses to this ITB should be concise and must include all the requested information. Bidders are required to submit an original bid (clearly marked) by the date, time, and place designated above. **Bids must be submitted in a sealed, opaque envelope or package and clearly marked on the outside "Slag Bid"**. Be sure to include the name of your firm on the outside of the envelope or package.

Bidders shall complete and include with their submittals the following enclosed items:

- Pricing Form
- Reference Form
- Signature Form

## 5.5 Timely Submittals

Time is of the essence and any bid or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the bidders for ensuring that their bids are time stamped by the Washtenaw County Road Commission. Bids and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the bidder. Nothing

in this ITB precludes the Road Commission from requesting additional information at any time during the procurement process.

## **5.6 Preparation of Bid**

All bids must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected bidder furnishing all labor, supervision, administration, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this ITB. All fees and costs must be disclosed in the bid.

## **5.7 Bid Process**

Bids which do not completely address all the solicitation requirements will be considered non-responsive and may be excluded from consideration. Any exceptions shall be duly noted in the submittal.

## **5.8 Authority to Bind Firm in Contract**

Bidder shall provide the full legal firm name and address. Any proposal that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Form.

## **5.9 No Submittal**

If you desire not to respond to this ITB, please forward your acknowledgment of “NO BID SUBMITTED” via an e-mail to Tiffany Feazel, Maintenance Clerk at [feazelty@wcroads.org](mailto:feazelty@wcroads.org). Please also state the reason for not submitting a bid. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.

## **5.10 Special Accommodations**

If you are an individual with a disability and require a reasonable accommodation, please notify the Tiffany Feazel, Maintenance Clerk at (734) 761-1500, ext. 644, three (3) working days prior to need.

## **6.0 GENERAL INFORMATION**

### **6.1 Advice of Omission or Misstatement**

In the event it is evident to a bidder responding to this ITB that the Road Commission has omitted or misstated a material requirement to this ITB and/or the services required by this ITB, the responding vendor shall advise Kenneth Harris Assistant Superintendent of Maintenance, at [harrisk@wcroads.org](mailto:harrisk@wcroads.org) of such omission or misstatement.

### **6.2 Notification of Withdrawal of Bid**

Bids may be withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the bidder. No bidder may withdraw a bid after the opening for a minimum period of 90 days.

### **6.3 Rights to Pertinent Materials**

All responses, inquires, and correspondence relating to this ITB and all reports, charts, displays, schedules, exhibits and other documentation produced by the bidders that are submitted as part of the bid shall become the property of the Washtenaw County Road Commission after the bid submission deadline.

### **6.4 Firm Pricing for Road Commission Acceptance**

The bid price must be firm for Washtenaw County Road Commission acceptance for 1 year from the bid opening date.

### **6.5 Cost of Preparation**

The Road Commission will not pay any costs incurred in the bid preparation, printing or demonstration process. All costs shall be borne by the bidders.

### **6.6 Standard Forms**

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the bid. Any standard contract provisions not submitted as part of the bid and subsequently presented for inclusion may be rejected.

### **6.7 Prime Vendor Responsibilities**

The selected Vendor will be required to assume responsibility for all services offered in the bid whether or not they possess them within their organization. Furthermore, the Road Commission will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **6.8 Independent Price Determination – Non-Collusion**

By submission of a bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this bid:

- The prices of the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
- No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and,

- The price quoted is not higher than that given to the general public for the same service.

## **6.9 Exceptions**

Bidders must submit a listing of any and all exceptions to this ITB. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

## **7.0 CONTRACTUAL TERMS AND CONDITONS**

### **7.1 Nondiscrimination Clause**

The Washtenaw County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

### **7.2 Indemnification and Hold Harmless**

The Bidder who is selected as the Vendor shall, at its own expense, protect, defend, indemnify, save and hold harmless the Washtenaw County Road Commission and its appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Washtenaw County Road Commission and its appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Vendor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The Vendor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the Road Commission, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Vendor.

### **7.3 Applicable Law and Venue**

Any agreement resulting from this ITB shall be construed according to the laws of the State of Michigan. The Road Commission and Vendor agree that the venue for any legal action under this agreement shall be the County of Washtenaw, State of Michigan.

### **7.4 Compliance with the Law**

Vendor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

### **7.5 Independent Vendor**

The Bidder who is selected as the Vendor shall be an independent Vendor. The employees,

servants and agents of the Vendor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the Road Commission and shall not be entitled to any fringe benefits received by the Road Commission's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Vendor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

## **8.0 EVALUATION, AWARD & TIMELINE**

### **8.1 Bid Evaluation**

Road Commission Operations Department staff will review the bids to determine those firms deemed qualified to perform services. This determination will be based on qualification data submitted or past performance. This process typically takes 1-2 weeks from the bid opening date.

The detailed evaluation may result in one or more finalists. At this point, presentations may be requested of the bidders and negotiation will be carried out to finalize the award of the project. Finalists shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of bids and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

Any response that takes exception to any mandatory items in this bid process may be rejected and not considered.

### **8.2 Evaluation Methodology**

The factors considered in making the recommendation for award will be all the information requested in this ITB. The technical and price proposals of the ITB are typically evaluated independently of each other.

### **8.3 Award of Contract**

It is the intention of the Road Commission to award a contract to the lowest responsive and most responsible bidder provided that the bid has been submitted in accordance with the terms and conditions of the ITB and does not exceed the budgeted funds available.

### **8.4 Basis for Award**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the ITB, if any, and any other information or factors deemed relevant by the Road Commission, shall be utilized in the final award.

### **8.5 Right of Rejection**

The Washtenaw County Road Commission reserves the right to reject any or all responses to this ITB, to waive any informalities or minor irregularities in responses, and/or to negotiate the terms and conditions of all or any part of the responses as determined to be in the Road Commission's best interests in its sole discretion. The Road Commission will not be obligated to accept the lowest bid. The Road Commission further reserves the right to approve all subcontractors, if any.

The Road Commission shall have the right to accept Alternates, if provided, in any order or combination, and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

### **8.6 Period of Contract**

The term of this contract shall be 1 year with a renewal option, if mutually agreed upon between the awarded vendor and the Washtenaw County Road Commission, each year thereafter, but not to exceed a maximum of two additional years. Requests from the Vendor for contract extensions must be in writing and received by the WCRC Operations Department no later than November 30th of each year.

### **8.7 Contract Approval**

The Washtenaw County Board of Road Commissioners must approve the contract resulting from this solicitation. This process typically takes 1-2 weeks from the date the successful Vendor is identified.

### **8.8 Contract Development & Preparations**

1. The Washtenaw County Road Commission reserves the right to negotiate further with one or more responsible and responsive bidders. The content of the ITB and the successful bidder's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.
2. By submission of bids pursuant to this ITB, bidders acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this ITB or subsequently during the selection process. A bid in response to an ITB is an offer to contract with the Road Commission based upon the terms, conditions, scope of work and specifications contained in this ITB. The Road Commission retains the right not to make any subsequent award.
3. Furthermore, all bidders, by submitting bids, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The Road Commission has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the ITB and the bid.



4. The Road Commission will prepare a formal contract, if one is awarded, specific to this solicitation for execution by the successful bidder. This process typically takes 1-2 weeks from the date the Board has approved the contract.
5. The Road Commission reserves the right to accept or reject in whole or in part any form contract submitted by a bidder and/or to require that amendments be made thereto, or that an agreement drafted by the Road Commission be utilized.
6. The successful bid shall be incorporated into a resulting contract and shall be a matter of public record subject to the provisions of Michigan law.

### **8.9 Notification of Award**

Upon acceptance by the Road Commission Operations Department staff and approval by the Board of Road Commissioners, the successful bidder will be notified of award in writing. Recommendations for awards will be posted on the Road Commission's website at <http://www.wcroads.org>. All bidders will be notified in writing of the Road Commission's decision.

### **8.10 Contract Execution**

*The successful bidder shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the Road Commission. A valid and enforceable contract exists when an agreement is fully executed between the parties.*

The successful bidder will perform all the services indicated in the ITB and in the negotiated contract. The successful bidder shall within ten (10) days of commencement of work under contract furnish the required insurance. Bonds, if required, shall also be submitted at this time.

**PRICING FORM**  
**3/8" x No. 4 Blast Furnace Slag**

USE ONLY THIS FORM TO QUOTE YOUR PRICES  
**Refer to Section 4.0 of the ITB for Specifications**

<b>To furnish the Washtenaw County Road Commission with its annual requirement of 3/8" x No. 4 Blast Furnace Slag.</b>		
<b><u>WCRC Maintenance District</u></b>	<b><u>Estimated Tons Needed in 2017</u></b>	<b><u>Price per Ton F.O.B. delivered to WCRC designated site by Vendor</u></b>
1 (Webster, Scio, Lodi Townships)	2400	\$
2 (Ypsilanti, Pittsfield Townships)	1,450	\$
3 (Dexter, Lyndon, Sylvan, Lima Townships)	1,450	\$
4 (Freedom, Sharon, Manchester, Bridgewater Townships)	0	\$
5 (Augusta, York, Saline Townships)	2,500	\$
6 (Salem, Northfield, Ann Arbor, Superior Townships)	2,500	\$

**REFERENCE FORM**

(Please type or print clearly in ink only)

**3/8" x No. 4 Blast Furnace Slag**

The Vendor shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the Washtenaw County Road Commission.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

\_\_\_\_\_ Years \_\_\_\_\_ months

Provide a minimum of three (3) references that may substantiate your past work performance and experience in the type of work required for this contract.

Name, address, phone number, scope of services performed, and contact person

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE FORM**

(Please type or print clearly in ink only)

**3/8" x No. 4 Blast Furnace Slag**

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm:

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Order from Address:

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Remit to Address:

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Fed ID No.:

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Signature:

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Name (type/print):

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Title: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

Notification of Award Sent to: \_\_\_\_\_

E-mail of Person Receiving Award Notification:

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