

ROAD COMMISSION OF MACOMB COUNTY

COMMISSIONERS

Finance Director

Chairperson: Lawrence J. Moloney, P.E

Michelle M. Mykytiak

Vice-Chair: Dan G. Dirks

Purchasing Director

Commissioner: Fran Gillett

JoAnna Strizic

Invitation to Bid on: One (1) Year's Requirements of Liquid Calcium Chloride and Brine Release and Delivery as Required, April 1, 2011 – March 31, 2012

Sealed bids will be publicly opened at **11:00** o'clock A.M., E.S.T. on Wednesday, **November 10, 2010** at the office of the Road Commission of Macomb County, in the Macomb County Administration Building, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.

1. The Board reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any and all bids, quotes and proposals, and in general to make the award of the contract in any manner deemed by the Board, at its sole discretion, to be in the Road Commission's best interest. In case of error in the extension of prices in the bid or other arithmetical error, the unit prices will govern.
2. The bid must be delivered in person or sent by mail to the Road Commission of Macomb County, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043. **It shall be in a sealed envelope marked with the name and address of the bidder on the outside of the envelope. The above referenced bid number should also be highlighted on the outside of the envelope. In addition, if the bid is to be express mailed, "Bid Documents Enclosed" must be conspicuously marked on the package.** Facsimile and/or e-mail transmitted bids will **not** be accepted.
3. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. Bids shall be accepted by the Board at any time during the normal course of business only, said hours being 8:00 am to 4:30 pm, Monday through Friday, legal holidays excepted. A bidder may withdraw their bid response by written request at any time prior to the scheduled bid opening. Any bid received after the scheduled opening time will **not** be accepted and will be returned unopened. No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.
4. IT IS UNDERSTOOD THAT THE BOARD OF MACOMB COUNTY ROAD COMMISSIONERS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED ITEM AND ALL PRICES QUOTED SHALL NOT INCLUDE ANY SUCH TAX.
5. The total price quoted by the Bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the Road Commission's consent will not be accepted and will, at the Contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Contractor's expense.

6. The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.
7. All bids must be submitted on the Board's form of bid blank. The bid shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
8. Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the Bid Proposal and Specifications and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.
9. In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.
10. The Board reserves the right to award the bid for the equipment which best fits our needs and appears to be in the best interest of the Road Commission at the time the bids are evaluated.
11. The Road Commission of Macomb County reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The Road Commission of Macomb County reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
12. Bidders aggrieved by an award of any resulting contract may file a written notice of protest with the Purchasing Director within seven (7) calendar days of the award by the Board of County Road Commissioners.
13. When applicable, contractor must furnish material safety data sheets for their products.
14. BIDDERS ARE REQUIRED TO SUBMIT COMPLETE AND COMPREHENSIVE DATA AND DESCRIPTIVE LITERATURE COVERING THE ITEM PROPOSED TO BE FURNISHED. VENDORS SUBMITTING ALTERNATE BIDS MUST PROVIDE SPECIFICATIONS DOCUMENTING PRODUCT IS EQUAL TO SPECIFIED BID ITEM. BIDS SUBMITTED WITHOUT THE ABOVE DOCUMENTATION WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.
15. THIS BID BY MUTUAL AGREEMENT OF BOTH PARTIES may be extended for additional one (1) year periods, each year hereafter, but not to exceed a maximum of two (2) additional years.
16. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the Road Commission. These licenses and permits shall be readily available for review by the Administration and Purchasing Personnel.
17. Vendors will provide a general history, description and status of their company.
18. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
19. The Road Commission of Macomb County adheres to Title VI related requirements as outlined in USDOT Regulation 49 CFR-Part 26, Appendix A of MDOT Bidding Specifications, and the RCMC Policy #407. The Road Commission of Macomb County is an Equal Opportunity Agency.
20. The Road Commission of Macomb County will not pay fuel surcharges.
21. The only **official** document is available over the internet at www.rcmcweb.org or www.mitn.info.

22. All documents and correspondence submitted to the Road Commission becomes the property of the Road Commission and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contract and attachments.

JoAnna Strizic
Purchasing Director
(586) 791-3348

Tammara Goike
I/C & Stockroom Supervisor
(586) 791-3373

PROPOSAL

WE, THE UNDERSIGNED, agree to furnish to the Road Commission of Macomb County One (1) Year's Requirements of Liquid Calcium Chloride and Brine Release and Delivery as Required April 1, 2011 – March 31, 2012, conforming to the attached specifications at the pricing indicated as noted. F.O.B., various locations, Macomb County, Michigan.

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

All prices firm for duration of the contract: _____yes _____no

COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ TERMS: _____

Copies of Bids and Bid Tabs are available on the following websites:
www.mitn.info or www.rcmcweb.org/viewpage/bids.cgi

INDEMNIFICATION

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

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

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

WORK REFERENCES

Name of Company	Location	Name of Person Approving Work and Telephone No.	Time Period of Project

INSURANCE

The following insurance shall be obtained:

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

Personal Injury Protection – Statutory Limits and Property Protection Insurance - \$1,000,000 Limit.

Supplemental Environmental Auto Liability (SEAL) coverage or insurance that covers the loading and unloading of scheduled pollutants is required.

CERTIFICATES OF INSURANCE (GENERAL)

All certificates of insurance and duplicate policies of an outsider, vendor or contractor shall contain the following clauses:

- A. "Underwriters shall have no right of recovery or subrogation against the RCMC (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policy so effected shall protect both parties in primary coverage for any and all losses covered by the subject policy."
- B. "Any coverage afforded the RCMC shall apply as primary and not excess to any insurance issued in the name of the RCMC, et al."
- C. "The insurance company(s) issuing the policy or policies shall have no recourse against the RCMC for payment of any premiums or for assessments under any form of policy."
- D. "The term 'insured' is used severally, not collectively but the inclusion in this policy of more than one insured shall not operate to increase the limit of the RCMC's liability."

All certificates are to provide thirty (30) days written notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided not less than ten (10) working days before commencement of work to the Road Commission of Macomb County, 117 S. Groesbeck Hwy., Mt. Clemens, MI 48043. Insurance carriers are subject to the approval of RCMC.

FEDERAL EMPLOYER IDENTIFICATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ TERMS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

Which is (check one of the following:)

() Corporation, incorporated under the laws of the State of: _____

() Partnership, consisting of (list partners): _____

() Assumed Name (register no.) _____

() Individual _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

ROAD COMMISSION OF MACOMB COUNTY
CALCIUM CHLORIDE/BRINE - SPECIFICATIONS

DELIVERY DATES:

Calcium chloride and brine applications will begin in mid-May. Additional applications will be made at various times throughout the season as required to meet the dust control needs of the Road Commission and the Townships.

CALCIUM CHLORIDE/BRINE - DELIVERED:

Bidders must have the capacity and capability to deliver calcium chloride or brine to Road Commission storage facilities at a minimum daily rate of 16,000 gallons to each of the three (3) Service Centers with storage tanks (48,000 gallons per day).

Calcium chloride and brine delivered to Road Commission storage facilities must be delivered between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday unless special arrangements are made with the Service Center Foreman.

Tickets must be signed by Road Commission employee to process payment.

CALCIUM CHLORIDE/BRINE - APPLIED:

Bidders must have the capacity and the capability to apply the calcium chloride or brine to the designated roads at a minimum daily rate of 32,000 gallons in each of our two (2) northern service areas, or 64,000 gallons per day county-wide as directed. Tankers must be 7,000 capacity or larger. In order to avoid applying chloride or brine to roads which have not been graded, the Service Center Foreman will direct the application of the chloride or brine to conform to the preparation schedule. Application must be made between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday. Distributor drivers will be required to comply with the Foreman's directions. Each distributor truck must be equipped with a CELLULAR TELEPHONE that will be available for coordination between the grading and the chloride/brine application. Non-uniform or otherwise unsatisfactory applications shall be re-applied at no additional charge for the application (chloride/brine will be paid for).

A blow down with air of the spray bar is required before crossing any pavement. Spraying of chloride/brine on pavements will not be permitted, and the supplier will be billed for the cost of the clean-up of any such spray.

The Road Commission reserves the right to review low bidder's ability to meet the required delivery volume and delivery schedule. Upon request, the low bidder shall provide the Maintenance Engineer with a customer list for the past two (2) summers. Past performance will be a consideration in awarding the bid. The Road Commission reserves the right to make the award in a manner which appears to be in the best interest of the Road Commission of Macomb County.

MATERIAL SPECIFICATIONS:

Calcium chloride solutions applied to roads under the jurisdiction of the Road Commission of Macomb County shall meet the following requirements.

Minimum Concentration Calcium Chloride	38% plus/minus 0.5%
Minimum Concentration Calcium Chloride	30% plus/minus 0.5%
Maximum allowable Magnesium Chloride	0.5%
Maximum allowable Alkali Chloride	3.4%

Brine solutions applied to roads under the jurisdiction of the Road Commission of Macomb County shall meet the following requirements.

Calcium-Magnesium Chloride	20 - 25%
Alkali Chlorides	5 – 6%
Specific Gravity @ 68°F	1.230 – 1.285

All calcium chloride and brine solutions shall be subject to random sampling at the point of delivery and quality control testing, at the discretion of the Maintenance Engineer/Superintendent.

PROPOSAL

38% LIQUID CHLORIDE

<u>Service Area</u>	<u>Delivered to Storage</u>	<u>Applied</u>
Washington Twp.	\$_____ per gallon	\$_____ per gallon
New Haven	\$_____ per gallon	\$_____ per gallon
Clinton Twp.	\$_____ per gallon	N/A
Shelby Twp.	N/A	\$_____ per gallon

30% LIQUID CHLORIDE

<u>Service Area</u>	<u>Delivered to Storage</u>	<u>Applied</u>
Washington Twp.	\$_____ per gallon	\$_____ per gallon
New Haven	\$_____ per gallon	\$_____ per gallon
Clinton Twp.	\$_____ per gallon	N/A
Shelby Twp.	N/A	\$_____ per gallon

BRINE

<u>Service Area</u>	<u>Delivered to Storage</u>	<u>Applied</u>
Washington Twp.	\$_____ per gallon	\$_____ per gallon
New Haven	\$_____ per gallon	\$_____ per gallon
Clinton Twp.	\$_____ per gallon	N/A
Shelby Twp.	N/A	\$_____ per gallon

ALL UNITS MUST HAVE PUMPS FOR UNLOADING

**Gallons Used for Each Township
Putting Down 2,200 Gallons per Mile
Per Application**

Armada Township	79,200 gallons per application
Bruce Township	73,800 gallons per application
Chesterfield Township	41,400 gallons per application
Clinton Township	16,812 gallons per application
Harrison Township	22,608 gallons per application
Lenox Township	100,080 gallons per application
Macomb Township	28,530 gallons per application
Ray Township	67,500 gallons per application
Richmond Township	118,440 gallons per application
Shelby Township	3,564 gallons per application
Washington Township	64,152 gallons per application
TOTAL	616,086 Gallons

No quantities guaranteed. Estimates for bidding purposes only.