



GENESEE COUNTY PURCHASING
A Division of the Genesee County Controller's Office
COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 343,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030 Fax (810)257-3380
www.gc4me.com

Keith Francis
Controller

January 12, 2016

GENESEE COUNTY INVITATION FOR BIDS #16-077

Sealed bids will be received until **Thursday, January 28, 2016 @ 3:00 P.M. (EST)**, at which time the bids will be opened at the Genesee County Administration Building, 1101 Beach Street, Room 343, Flint, MI 48502, for **Crushed Limestone ¼” and finer/2072 Class II Limestone Sand** for arena at:

- **E.A. Cummings Event Center, 6130 Mt. Morris Road
Mt. Morris, MI 48458**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each bidder is responsible for labeling the exterior of the sealed envelope containing the bid response with the bid number, bid name, bid due date and time, and your firm's name. The bid request number and due date for this IFB are:

DUE DATE: Thursday, January 28, 2016 @ 3:00 P.M. (EST)
BID REQUEST NUMBER: 16-077

Cindy Carnes

Cindy Carnes, Purchasing Manager

bid2\16-077
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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IFB #16-077 – Crushed Limestone ¼” and finer/2072 Class II Limestone Sand

SECTION 1. INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until **Thursday, January 28, 2016 @ 3:00 P.M. (EST)**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. Label the bid as indicated on page 1. **LATE BIDS AND BIDS SENT BY FACSIMILE OR BY EMAIL WILL NOT BE ACCEPTED.**
2. **Buy4Michigan** – an online submission of the bid can be done at **Buy4Michigan.com**. Open Market Bid 303716B0006883.
Online submission must include:
 - Signed Signature Page
 - A Gradation Test Report must be submitted with the Bid
 - Optional additional company or product information

Opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.

- a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsol/login.sdo> and click on Register.

3. **Michigan Inter-governmental Trade Network**– an online submission of the IFB number RFP-CC-16-077 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
Online submission must include:
 - Signed Signature Page
 - A Gradation Test Report must be submitted with the Bid
 - Optional additional company or product information
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network and will post their bid opportunities to this site. As a vendor, you can register with Michigan Inter-governmental Trade Network (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call

Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603.

4. **Submit one (1) original, and one (1) electronic copy of the bid response.** All bids become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally, the bid response must consist of one copy in electronic format on a CD or USB thumb drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your bid. For online submission see items 2 and 3 above.
5. The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services and the provision of supplies (equipment) herein contracted, and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.
6. All prospective bidders shall be responsible for routinely checking the Genesee County Purchasing Department website:
http://www.gc4me.com/departments/purchasing/open_bids.php to obtain issued addenda. Genesee County shall not be responsible for the failure of a prospective bidder to obtain addenda and other information issued at any time related to this IFB.
7. Bid may be submitted online or to the Genesee County Purchasing Department. For online submission see items 2 and 3 above. Use the following format for your bid to submit to Genesee County Purchasing Department:
Submit one (1) original, and one (1) electronic copy of the bid response to IFB #16-077 – Crushed Limestone ¼” and finer/2072 Class II Limestone Sand pages 1 – 11 including:
 - Signed Signature Page
 - Bid Summary
 - A Gradation Test Report must be submitted with the Bid
 - Optional additional company or product information

SECTION 2. ADDITIONAL TERMS AND CONDITIONS

1. **Issuing Office:** This IFB is issued by the Genesee County Purchasing Department. The sole point of contact for this solicitation is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, ccarnes@co.genesee.mi.us and fax (810) 257-3380. E-mail is the preferred method of contact.
2. **Questions & Inquiries:** All questions regarding this IFB shall be submitted in writing and received no later than **Thursday, January 21, 2016 @ 12:00 P.M. (EST)** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this IFB. Written answers to questions to clarify this solicitation will be provided via an addendum. No verbal interpretation to any respondent as to the meaning of any requirement stated in this IFB shall be binding on Genesee County.

3. **Addenda**: Genesee County reserves the right to amend and provide clarification of this solicitation prior to the date for bid submission. In such an event, an addendum will be posted on the Genesee County Purchasing Department website at (http://www.gc4me.com/departments/purchasing/open_bids.php). **All prospective bidders shall be responsible for routinely checking the Genesee County Purchasing Department website to obtain issued addenda. Genesee County shall not be responsible for the failure of a prospective bidder to obtain addenda and other information issued at any time related to this Invitation for Bids.**
4. **Preparation of Bids & Cost**: All costs incurred in the preparation of a response to this IFB will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this IFB.
5. **Responsive Bids**: To ensure full consideration, all bidders shall submit a complete response to this IFB using the format provided in Section 1.7. In addition, at least one of the bids submitted shall include an **original signature** of an official authorized to bind the bidder to its provisions. Any bid not prepared and submitted in accordance with this IFB or any bid lacking the information to enable Genesee County to make a reasonable determination of compliance with the bid requirements may be considered "non-responsive" and rejected without further review.
6. **Right To Reject**: Genesee County reserves the right to waive any informality in the invitation for bids; to reject any or all bids; and to make an award which it considers to be in the best interest of Genesee County.
7. **Work Schedule**: After contracts have been signed and dated and a Notice to Proceed is issued to the Contractor, the deliveries will start and end on dates agreed upon with the Parks Department and will be within 30 days of the Notice to Proceed work must be completed within 90 days thereafter, according to the Work Activity Schedule. After 90 days have passed, the County will charge the Contractor **liquidated damages** of \$200 per day for each business day the contracted work is not completed. The total amount will be deducted from the final payment amount due to the Contractor. Contract extension requests should be submitted and approved by the County, in writing, via Change Order.
8. **Payment Schedule**: Payments will be within 30 days of receipt of invoice and weight/delivery ticket for each load received.

SECTION 3. STANDARD TERMS AND CONDITIONS

1. **Genesee County Purchasing Regulations**: All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Bid Opening**: Bids will be opened publicly at the time and place designated in the Invitation for Bids. Bids will be open to public inspection in accordance with applicable State law.

3. **Evaluation and Award:** The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. Unless otherwise indicated in the Invitation for Bids, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County. Genesee County reserves the right to reject any or all bids, to waive any informality in any bid, and to negotiate with the apparent successful bidder(s) in the best interest of Genesee County.
4. **Cancellation; Rejection of Bids:** The Invitation for Bids may be canceled by Genesee County at any time for any reason. Any bid received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Bids:** It is solely the responsibility of the bidder to assure the timely receipt of its bid at the location indicated in the bid announcement. **LATE BIDS AND BIDS SENT BY FACSIMILE OR BY EMAIL WILL NOT BE ACCEPTED.**
6. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
7. **Non-Discrimination:** The successful bidder/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
9. **Conflict of Interest:** Each bidder, by submitting a bid, represents that the bidder has no knowledge that any employee, representative or agent of the bidder is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the bidder, and represents that the bidder reasonably believes that no employee, representative or agent of bidder is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the bidder.
10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the bid specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee

County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

11. **Bidder's Representations:** Each bidder by submitting a bid represents as follows:
 - 1) That the bidder has read and understood the bidding documents and has bid in accordance therewith;
 - 2) That the bid has been submitted by a duly authorized owner, partner, or corporate officer;
 - 3) That the bid submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the Invitation for Bids, designed to limit independent bidding or competition.
12. **Independent Contractor:** Bidder agrees that if awarded a contract, bidder shall be an independent contractor and not an employee of Genesee County. The contractor shall secure at its own expense all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
13. **Insurance:** Each bidder must submit a completed Bidder's Insurance Checklist, if so stipulated in the IFB. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
14. **Indemnification:** The successful bidder shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the performance of the contract.
15. **Warranty:** The bidder warrants that all goods and services furnished under a contract resulting from the Invitation for Bids shall be in conformance with the bid documents and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the bidder.
16. **Applicable Law:** Any contract resulting from the Invitation for Bids shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.

17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its bid, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
19. **Safety:** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that “presumed asbestos containing materials” (“PACM”) exist in these buildings.

Animal Shelter
County Courthouse

County Administration Building
Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

Schedule A Sample Gradation Test Report

Gradation Test Report

Plant:

Product: **Crushed Limestone 1/4" and finer/2072 Class II Limestone Sand**

Sieve/Test	Tests	Average	St Dev	Target	Specification
3" (75mm)	190	100.0	0.00		1
2 1/2" (63mm)	190	100.0	0.00		
2" (50mm)	190	100.0	0.00		
1 1/2" (37.5mm)	190	100.0	0.00		
1" (25mm)	190	100.0	0.00		60-100
3/4" (19mm)	190	100.0	0.00		
1/2" (12.5mm)	190	100.0	0.00		
3/8" (9.5mm)	190	100.0	0.14		
#4 (4.75mm)	190	92.0	2.29		
#8 (2.36mm)	190	55.4	5.26		
#16 (1.18mm)	190	29.9	5.89		
#30 (0.6mm)	190	15.6	4.63		
#50 (0.3mm)	190	8.5	3.37		
#100 (0.15mm)	190	5.3	2.27		0-30
#200 (75µm)	190	4.50	1.903		0-7
Pan	190	0.00	0.000		
Wash Loss (#200/75um)	190	4.3	1.86	0-5	