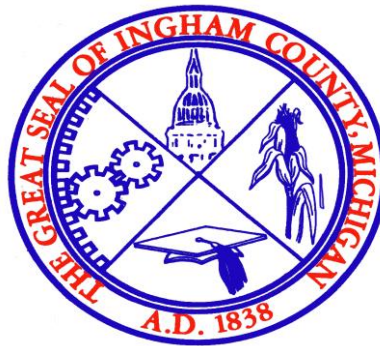


County of Ingham

**Invitation to Bid (ITB)
Packet #48-19**



Emulsified Asphalt

**Sealed Bids Due:
March 12, 2019 at 11:30 A.M.**

**Sealed Bids shall be delivered to the:
Ingham County Purchasing Department
121 E. Maple St., Rm. 203
Mason, Michigan 48854**

Phone: (517) 676-7222

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1.0 INTRODUCTION

The County of Ingham (County) solicits bids from experienced and qualified vendors for the purpose of furnishing its 2019 seasonal requirements of emulsified asphalts to the Ingham County Road Department.

2.0 OWNER

County of Ingham
121 E. Maple St.
Mason, Michigan 48854

3.0 LOCATION

Ingham County Road Department
301 Bush Street
Mason, MI 48854

4.0 SUBMISSION REQUIREMENTS

4.1 Registering as a Vendor with Ingham County

Proposers who have not registered their company with Ingham County are requested to do so by visiting <https://apps.ingham.org/vendorreg/> or by emailing Julie Buckmaster at jbuckmaster@ingham.org for assistance.

Vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's Equal Opportunity Employment / Nondiscrimination Policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

4.2 Due Date, Time & Location

Bids will be received no later than **11:30 A.M., local time prevailing, on March 12, 2019** at which time they will be opened in public and read aloud in the:

Ingham County Purchasing Department
Attention: James C. Hudgins, Jr., Director of Purchasing
121 E. Maple St., Room 203
Mason, Michigan 48854

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

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4.3 Submission of Bids

Proposers are required to submit *an original (clearly marked) along with two (2) copies* by the date, time, and place designated above. Bids must be submitted in a sealed, opaque envelope or package and be clearly marked on the outside “**Packet #48-19: Emulsified Asphalts**”. Be sure to include the name of your firm on the outside of the envelope or package.

Proposers are also required to submit an electronic version of their bid to packetresponse@ingham.org by the due date and time set. The electronic submittal must contain your firm’s name and “**Packet #48-19: Emulsified Asphalts**” in the subject line. If you have trouble emailing the electronic version of your bid, you may upload your bid by contacting Julie Buckmaster at jbuckmaster@ingham.org.

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

- ✓ Pricing Form
- ✓ Local Purchasing Preference Form
- ✓ Addenda Form
- ✓ Legal Status of Bidder Form
- ✓ Non-Collusion Form
- ✓ Standards of Conduct for Ingham County Vendors Form (2 pages)
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ The Statistical Questionnaire is strictly optional.
- ✓ Signature Form

4.4 Pre-opening Inquires and Response

Any explanation desired by a proposer regarding the meaning or interpretation of this ITB and attachments must be requested to the Ingham County Purchasing Department, attention Bobbie Mayes at bmayes@ingham.org. **The deadline for submitting final questions is no later than 3:00 P.M. on March 5, 2019.** In the subject line of the email reference the packet number and title of this ITB.

4.5 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 Purchasing Department. 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 County from requesting additional information at any time during the procurement process.

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4.6 Deliveries

Should you decide to utilize an express delivery service, please note that the Ingham County Purchasing Department/Hilliard Building is located near the intersection of Maple Street and Jefferson Street within the City of Mason.

4.7 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.

4.8 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.

4.9 Authority to Bind Firm in Contract

Bidder shall provide the full legal firm name and address. Any bid 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.

4.10 No Submittal

If you desire not to respond to this ITB, please forward your acknowledgment of “**NO BID SUBMITTED**” via an email to jhudgins@ingham.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. **In the subject line of the email reference the packet number and title of this ITB.**

4.11 Special Accommodations

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (517) 676-7222, three (3) working days prior to need.

5.0 **GENERAL INFORMATION**

5.1 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

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have received a bid. It is the responsibility of the bidder to ensure that he/she has received and signed all addendums prior to submitting a bid. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

5.2 Local Purchasing Preference Policy

The Ingham County Board of Commissioners (BOC) believes that its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County. As such, in 2010, the BOC amended its purchasing policies to include a ten percent (10%) purchasing preference to qualified and registered local vendors who respond to solicitations for the purchase of goods and/or services.

In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County and pays Ingham County taxes. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Form at which business is being conducted. The vendor must also agree to comply with all other policies and requirements of the County. More information about the Local Purchasing Preference Policy can be found at <http://pu.ingham.org/Home/Policies.aspx>.

5.3 Advice of Omission or Misstatement

In the event it is evident to a bidder responding to this ITB that the County has omitted or misstated a material requirement to this ITB and/or the services required by this ITB, the responding vendor shall advise Mr. James C. Hudgins, Jr., Director of Purchasing, at jhudgins@ingham.org of such omission or misstatement. **In the subject line of the email reference the packet number and title of this RFP.**

5.4 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 60 days.

5.5 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 County after the bid submission deadline.

5.6 Firm Pricing for County Acceptance

The bid price must be firm for County acceptance for sixty (60) days from the bid opening date.

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5.7 Cost of Preparation

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

5.8 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. The County 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 County be utilized.

5.9 Workplace Diversity

Ingham County encourages, but in no way requires, its vendors to develop and maintain a diverse workforce that is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2010 was comprised of the following:

- a) White persons – 76.2%
- b) Black or African American persons – 11.8%
- c) American Indian and Alaska Native persons – 0.6%
- d) Asian persons – 5.2%
- e) Native Hawaiian and other Pacific Islander – 0.1%
- f) Persons of Hispanic or Latino origin – 7.3%

Ingham County tracks vendor diversity information for statistical purposes with companies with which it does business. Reporting of this information to the County is optional and not all companies participate. Statistical information regarding workplace diversity is submitted to the County in a separate sealed envelope containing the notation “STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT.” Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other bid documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

5.10 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:

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- a) 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;
- b) 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;
- c) 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,
- d) The price quoted is not higher than that given to the general public for the same service.

5.11 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.

6.0 GENERAL TERMS AND CONDITONS

6.1 Acceptance

Seller's acceptance of any Purchase Order shall constitute Seller's agreement to the terms and conditions stated herein, without any modification, addition or alteration. Commencement of performance by Seller or acknowledgement by Seller of the Purchase Order shall constitute Seller's acceptance of these terms and conditions notwithstanding any contrary provisions appearing on any forms of Seller. In the event of any inconsistencies between the terms of Seller's form and the terms and conditions set forth herein, the terms and conditions of the County's Purchase Order shall govern.

6.2 Amendments

No extra work, additions, alterations, including changes in price will be paid by Ingham County unless agreed to and performed pursuant to and in accordance with a written revision to the Purchase Order.

6.3 Applicable Governing Law and Venue

The Seller agrees that the Purchase Order shall be construed according to the laws of the State of Michigan. The Purchaser and Seller agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan. In the event that any action is brought under any agreement resulting from the Purchase Order in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

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6.4 Assignment and Subcontracting

The Purchase Order may not be assigned or subcontracted by the Seller without consent in writing from the Purchaser.

6.5 Compliance with the Law

Seller shall render the services to be provided pursuant to the Purchase Order in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

6.6 Conflict of Interest

Seller affirms that its company directors and/or principal officers are not employed by Purchaser. The Seller confirms that it has no conflicts of interest, and will not permit any conflict of interest to arise and/or continue in connection with the provision of the goods and / or services.

6.7 Delivery

Delivery must be made within the time stated and only to the destination stated on the Purchase Order. If Seller fails to deliver on time, Purchaser reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this Purchase Order.

6.8 Debarment/Suspension Status

The Seller certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

6.9 Equal Opportunity Employment/Nondiscrimination Policy

The Seller agrees that the representations and provisions of the following Policy shall be incorporated in and made part of the Purchase Order:

It is the policy of the Ingham County Board of Commissioners that all vendors who provide goods and services to Ingham County government by contract, shall, as a condition of providing goods and services, not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

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The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

The County of Ingham, in accordance with *Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4* and *Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination* for 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 race, color, or national origin in consideration for an award.

6.10 Entire Agreement

The Purchase Order and any documents referred to on the face of the Purchase Order, constitute the entire agreement between the parties.

6.11 Force Majeure

Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this agreement at Purchase's request. Causes beyond Purchaser's control shall include governmental action or failure of the government to act where such action is required, strike or other labor trouble, fire, or unusually severe weather.

6.12 Freight

Unless otherwise agreed to, all shipments must be F.O.B. Destination. Delivery costs not set forth in the Purchase Order will not be paid. No goods will be accepted C.O.D. except by previous written approval.

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6.13 Hazardous Materials

Sellers furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Seller must furnish the necessary MSDS for each chemical, substance or product listed on this order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

6.14 Indemnification and Hold Harmless

The Seller shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Ingham (Purchaser) and its elected and 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 County of Ingham and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Seller or its employees, servants, agents or Subcontractors that may arise out of the Purchase Order. The Seller'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 County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Seller.

6.15 Independent Contractor

The Seller shall be an independent contractor. The employees, servants and agents of the Seller shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the Purchaser and shall not be entitled to any fringe benefits received by the Purchaser's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave. The Seller shall be responsible for paying all compensation to its personnel for services they have performed under this Purchase Order and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

6.16 Inspection

Purchaser reserves the right to inspect the goods on or after the delivery date. Purchaser, at its sole option, may reject all or any portion of the goods if it determines the goods are defective or nonconforming. If Purchaser requires replacement of the goods, Seller shall promptly replace the nonconforming goods. If Seller fails to timely deliver replacement goods, Purchaser may replace them with goods from a third party and charge Seller the cost thereof and terminate this Purchase Order for cause. Any inspection or other action by Purchaser under this Section shall not affect Seller's obligations under the Purchase Order, and Purchaser shall have the right to further inspection after Seller takes remedial action.

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6.17 Insurance

All Sellers performing work on Purchaser's premises are required to provide evidence of coverage for Worker's Compensation and General Liability; Automobile Liability; and, if applicable, Professional Liability, all in the minimum limits as required. All insurances shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854." If any of the above coverages expire during the term of this contract, the Seller shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date. Commercial General Liability and Automobile Liability shall include an endorsement stating the following shall be "Additional Insureds: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof." The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess." The appropriate boxes must be checked under the "Addl Insr" heading on the Certificate of Insurance.

Insurance requirements are online at:

<http://pu.ingham.org/Home/TermsConditions/InsuranceRequirements.aspx>.

6.18 Invoices & Payment

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of Purchase Order. The Purchase Order number must be referenced on the invoice(s). The County shall pay Seller within thirty (30) days after receipt of an accurate and undisputed invoice. Send invoice(s) to the Ingham County Road Department, PO Box 38, Mason, MI 48854.

6.19 Liens, Claims And Encumbrances

Seller warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

6.20 Price Warranty

Seller warrants that the price(s) for the goods or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar goods or services in similar quantities. In the event the Seller reduces its price(s) for such goods or services during the term of the Purchase Order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on the Purchase Order shall be complete and no additional charges of any type shall be added without express written consent from the Purchaser.

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6.21 Quantity and Quality

The quantity term stated on the Purchase Order shall be complied with strictly, as stated. The Seller warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

6.22 Tax Exemption

Purchaser does not pay Federal excise and State sales taxes. Purchaser's tax exemption number is #38-6005629 and is also stipulated on all Purchase Orders. Exemption Certificate and Michigan Sales and Use Tax Certificate of Exemption are both available by emailing jbuckmaster@ingham.org.

6.23 Termination

Purchaser may terminate work under the Purchase Order in whole or in part at any time by notice to Seller in writing. Seller will thereupon immediately stop work on the Purchase Order or the terminated portion thereof and notify its subcontractors to do likewise. Except where termination is caused by a default or delay of Seller, Seller shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, applicable to the termination and in accordance with recognized accounting practices. Seller shall also be entitled to a reasonable profit on the work done prior to such termination at a rate not exceeding the rate used in establishing the original purchase price. The total of such claim shall not exceed the canceled commitment value of the Purchase Order.

6.24 Warranty

All specifications, drawings and other data submitted by Purchaser, including performance data, are incorporated by reference into this Purchase Order, and Seller expressly warrants that the goods or services shall conform to such data. In addition, goods delivered are expressly warranted by Seller to be merchantable, of good material and workmanship, free from any defect in material, labor or fabrication, and fit for the particular purpose of Purchaser. Seller further warrants that all work and services performed hereunder will be free from defect in workmanship. All warranties shall extend to future performance of goods, shall survive inspection, tests, acceptance and payment for the goods, and shall run to Purchaser, its employees, successors, assigns, and other users.

7.0 EVALUATION, AWARD & TIMELINE

7.1 Bid Evaluation

An Evaluation Committee comprised of County staff will review the bids to determine the lowest responsive and most responsible bidder.

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7.2 Award of Purchase Order or Contract

It is the intention of the County to award a Purchase Order 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.

7.3 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 County, shall be utilized in the final award.

7.4 Right of Rejection

Ingham County reserve the right to reject any or all responses to this Invitation for Bids, 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 County's best interests in its sole discretion.

7.5 Purchase Order or Contract Approval

The Ingham County Board of Commissioners and other County boards and committees may need to approve the Contract or Purchase Order resulting from this solicitation.

7.6 Contract Development & Preparations

1. Ingham County reserves the right to negotiate further with one or more responsible and responsive bidders. The content of the ITB and the successful bidder's bid will become an integral part of the Contract or Purchase Order, 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 or Purchase Order 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 County based upon the terms, conditions, scope of work and specifications contained in this ITB. The County 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 County 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.

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4. The County will prepare a formal Contract or Purchase Order, if one is awarded, specific to this solicitation for execution by the successful bidder. This process typically takes 2-3 weeks from the date the Board has approved the contract.
5. The County 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 County be utilized.
6. The successful bid shall be incorporated into a resulting Contract or Purchase Order and shall be a matter of public record subject to the provisions of Michigan law.

7.7 Notification of Award

Upon acceptance by the County, and approval by the Board of Commissioners, the successful proposer will be notified of award in writing by e-mail. Recommendations for awards will be posted on the County's website at <http://pu.ingham.org/Home/BidArchives.aspx>.

7.8 Contract Execution

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

7.9 Escalation Clause (for multi-year service contracts)

1. The Ingham County Board of Commissioners (Board) recognizes the current difficult economic conditions and the subsequent minimal cost of living increases for County employees. As such, Contractors should fully understand that proposed contracts with cost increases greater than 1% will receive extra scrutiny from the Board and may be rejected and rebid.
2. Price adjustments may be proposed pursuant to the terms of the contract; however, the Contractor must notify the County within ninety (90) days prior to the current term's expiration date.
3. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) at the time of the request or up to a maximum 1% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

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4. The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase or whatever term was previously authorized by the Board.

8.0 SPECIFICATIONS

Furnish asphaltic materials according to the 2012 Michigan Department of Transportation Standard Specifications for Construction, as detailed in the tables referenced herein.

8.1 Emulsified Asphalt SS-1H Designation

Emulsified Asphalt, SS-1H, shall meet the requirements specified in Table 904-4 Emulsified Asphalts of the 2012 Standard Specifications for Construction of the Michigan Department of Transportation. A certified copy of the specifications of material is to be furnished and must be attached to the bid.

8.2 Emulsified Asphalt HFRS-2M Designation

Emulsified Asphalt, HFRS-2M, shall meet the requirements specified in Table 904-4 and 904-6 Emulsified Asphalts of the 2012 Standard Specifications for Construction of the Michigan Department of Transportation. A certified copy of the specifications of material is to be furnished and must be attached to the bid.

8.3 Emulsified Low-Tracking Bond Coat Designation

Low-Tracking Bond Coat shall meet the requirements of the Michigan Department of Transportation special provision for Low-Tracking Bond Coat emulsified asphalt 12SP-501FF-02, under permissive use and the 2012 Standard Specifications for Construction of the Michigan Department of Transportation. A certified copy of the specifications of material is to be furnished and must be attached to the bid.

8.4 Emulsified Asphalt CM-300 Designation

Emulsified Asphalt, CM-300, shall meet the requirements specified under Emulsified Asphalts of the 2012 Standard Specifications for Construction of the Michigan Department of Transportation. A certified copy of the specifications of material is to be furnished and must be attached to the bid.

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8.5 Emulsified Asphalt AE-90 Designation

Emulsified Asphalt, AE-90, shall meet the requirements specified under Emulsified Asphalts of the 2012 Standard Specifications for Construction of the Michigan Department of Transportation. A certified copy of the specifications of material is to be furnished and must be attached to the bid.

9.0 SCOPE OF SERVICES

- 1) Materials will be delivered in insulated tanks at application temperatures as specified in Table 904-7 Emulsified Asphalts of the 2012 Standard Specifications for Construction of the Michigan Department of Transportation.
- 2) Materials are to be bid F.O.B. delivery by truck to job sites at any location within Ingham County, bidders to attach list of truck availability and detention rates for unloading.
- 3) Bituminous materials will be measured for payment in gallons of bituminous material as specified in the 2012 Standard Specifications for Construction of the Michigan Department of Transportation.
- 4) The estimated start date for the 2019 Chip Seal Program is July 8, 2019 with an estimated need of 30,000 to 40,000 gallons per day, for 20 to 25 days. The desirable size of loads are 10,000 gallons or greater.
- 5) Bidder shall furnish Material Data Sheets (MDS) with bid, if required, for material furnished.
- 6) Bidder shall furnish Specification Sheets with bid for each product within the bid sheet, if applicable.

10.0 VENDOR MINIMUM QUALIFICATIONS

1. Bidder shall have been regularly and continuously engaged in the business of providing, loading, and delivering emulsified asphalts for at least five (5) years.
2. Bidder shall possess all permits, licenses, and credentials necessary to supply, load and deliver emulsified asphalt as specified under this ITB.

11.0 BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references to manufacturers, trade names, brand names and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer any equivalent product that meets or exceeds the specifications. Bids based on equivalent products must:

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- a. Clearly describe the alternate offered and indicate how it differs from the product specified; and,
 - b. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this bid.
2. The County reserves the right to be the sole judge of what is equal and acceptable and may require bidder to provide additional information and/or samples.
3. If bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

12.0 QUANTITIES

Any quantities listed herein are not to be construed as a commitment; no minimum or maximum is guaranteed or implied.

13.0 PRICING

1. All pricing as quoted will remain firm for the term of any Contract or Purchase Order that may be awarded as a result of this ITB.
2. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
3. The price quoted shall be the total cost the County will pay for this project (Ingham County is tax-exempt).
4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
5. Price quotes shall include any and all payment incentives available to the County.
6. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

14.0 METHOD OF ORDERING

1. A written Contract prepared by County legal will be issued upon approval by the Ingham County Board of Commissioners or a Purchase Order may be issued.
2. The Contract or Purchase Order will be transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.

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3. Payments for products and/or services will be issued only in the name of the Contractor.
4. The Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
5. Change orders shall be agreed upon by the Contractor and the County and issued as needed in writing by the County.

15.0 INVOICING

1. Contractor shall invoice the Ingham County Road Department, attention Bobbie Mayes, Purchasing Agent, unless otherwise advised, upon satisfactory receipt and installation of the product.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of goods.
3. The County shall notify the Contractor of any adjustments required to invoice.
4. Invoices shall contain the invoice number, purchase order number, remit to address and itemized products description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Invoices shall only be issued by the Contractor who is awarded a Contract or Purchase Order.
6. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the Contract or Purchase Order.

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PRICING FORM

(Please Type or Print Clearly in Ink)

Emulsified Asphalt Designation:	Plant Pickup or Delivery to Job Site:	Detention Rates for Unloading:	Price per Gallon:	Approx. # of Gallons:	Approx. Total Cost	Plant or Refinery Location:
SS-1H	F.O.B. Plant Pickup	N/A	\$	5,000 (+ or -) Gallons	\$	
Low-Tracking Bond Coat	F.O.B. Plant Pickup	N/A	\$	10,000 (+ or -) Gallons	\$	
Low-Tracking Bond Coat	F.O.B. Site Pickup, within 30 miles of ICRD	N/A	\$	10,000 (+ or -) Gallons	\$	
HFRS-2M	F.O.B. Delivery to Job Site	\$	\$	600,000 (+ or -) Gallons	\$	
AE-90 (or qualified equivalent)	F.O.B. Plant Pickup	N/A	\$	10,000 (+ or -) Gallons	\$	
CM-300 (or qualified equivalent)	F.O.B. delivery to Metro Garage	N/A	\$	15,000 (+ or -) Gallons	\$	

Furnish Pug Mill Services to Ingham County Road Department Metro Garage
*Pug Mill Mobilization Cost: \$ _____
*Cold Patch Production Cost: \$ _____ per ton
*Freight Cost: \$ _____

****Bidders please include a listing of truck availability for the HFRS-2M.**

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LOCAL PURCHASING PREFERENCE FORM

(Please type or print clearly in ink only)

1. Do you desire to have your company considered a “local vendor” and therefore have your bid evaluated with the 10% local purchasing preference? ___ Yes ___ No

If yes, please provide below the verifiable business address (not a PO Box) at which your business is being conducted.

2. Complete Legal Firm Name: _____

3. Company Address: _____

4. Company Phone: () _____

5. Email: _____

6. Name and title of person authorized to sign on behalf of your company:

7. Signature: _____

8. Date: _____

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific proposal are not entitled to the preference for that specific proposal.

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ADDENDA FORM

(Please Type or Print Clearly in Ink)

The following addenda have been received and acknowledged:

#1 date _____ #2 date _____ #3 date _____

SIGNED THIS _____ DAY OF _____, 2019

Respectfully Submitted,

BY: _____
Authorized Signature of Bidder

TITLE: _____

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LEGAL STATUS OF BIDDER FORM

(Please Type or Print Clearly in Ink)

(The Bidder shall check and fill out the appropriate form.)

- Corporation
- Partnership
- Individual
- Limited Liability Company (LLC), _____

Name

Title

Address

Phone #

Email

Fax #

Federal Tax I.D. Number

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NON-COLLUSION AFFIDAVIT FORM

Please Type or Print Clearly in Ink)

I, _____, of _____
(Name and Title) (Company Name)

Attest to the following:

(1) That I am fully informed respecting preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(2) That my Proposal is genuine and not a collusive or sham proposal;

(3) Neither myself nor any of our officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, connived, or agreed directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost element of the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County or any person interested in the proposed Contract;

(4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any other collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature)

(Date)

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STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

(Please type or print clearly in ink only)

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

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STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS (PAGE 2)

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any Invitation unless the Invitation is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

Please acknowledge your receipt and acceptance of the aforementioned Standards of Conduct for Ingham County Vendors by signing below and returning with your submittal.

_____ Company Name	_____ Phone #
_____ Address, City, State, Zip Code	_____ Email address
_____ Signature	_____ Date
_____ Print Name	_____ Title

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CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

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STATISTICAL QUESTIONNAIRE -OPTIONAL
(Please type or print clearly in ink only)

The Ingham County Board of Commissioners monitors workplace demographics of Bidders and vendors for statistical purposes and to indicate the need for inclusive outreach efforts to ensure that members of underutilized groups have equal opportunity to contract with the affected departments.

To that end, the County Invitation s vendors to submit as part of their response to any formal solicitations, the following workplace diversity information. Vendors are encouraged to complete as much information as possible. This information will be used for statistical purposes only. Statistical information shall be submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT". Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other bid documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

1. What percentage of your firm's workforce is?
Female _____%
Physically-disabled _____%
Veteran _____%
African-American _____% Caucasian _____%
Asian-Indian American _____% Hispanic-American _____%
Asian-Pacific American _____% Native-American _____%

2. If your business is at least 51% owned by one of the following individuals, please check all that apply:
 Female African-American Caucasian
 Disabled Asian-Indian American Hispanic-American
 Veteran Asian-Pacific American Native-American

3. Complete Legal Firm Name: _____

4. Company Address: _____

5. Company Phone: () _____ Fax: () _____

6. Name and title of person authorized to sign on behalf of your company:

7. Signature/date: _____

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SIGNATURE FORM

(Please type or print clearly in ink only)

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: _____

Order from Address: _____

Remit to Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ Fax No.: (____) _____

Date: _____

Send Notification of Award to: _____

(First and Last Name)

E-mail of Person Receiving Award Notification: _____