



Kent County Road Commission

INVITATION TO BID

Bids will be received by the Board of County Road Commissioners of the County of Kent, 1500 Scribner Avenue NW, Grand Rapids, Michigan 49504 until **Tuesday, October 4, 2022, 8:30 AM deadline**, at which time they will be publicly opened and read.

Bid #23-MNT-04: Sand - 2NS for Ice Control

All bids are to be emailed to bids@kentcountyroads.net, with the subject “**Bid #23-MNT-04: Sand - 2NS for Ice Control**”, and must be received prior to **8:30 AM on Tuesday, October 4, 2022**.

If email is not accessible for you to send KCRC your bid, and you require accommodations, please contact purchasing@kentcountyroads.net or (616) 242-6928. KCRC will work with you to make sure you have the opportunity to submit your bid.

The Board reserves the right to reject any and all bids or to waive irregularities therein, and to accept any bids which, in the opinion of the Board, may be most advantageous and to the best interest of the County. This contract will be considered for award on **October 11, 2022**.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KENT

By: Mark E. Rambo, Chair

If you plan to submit a bid, please acknowledge the receipt of this invitation to bid by emailing purchasing@kentcountyroads.net. This allows for KCRC to be in contact with you for any future communication throughout the bid process.



Kent County Road Commission

INSTRUCTION TO BIDDERS

Bids will be opened at the offices of the Board of County Road Commissioners of the County of Kent, State of Michigan located at 1500 Scribner Avenue NW, Grand Rapids, MI 49504.

Refer to the **INVITATION TO BID** for the exact timing and for the identification of the bid as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans, and special provisions as stated herein and hereto attached.

The Kent County Road Commission's process is to open and read the bids, and then refer the bids to Staff for tabulation and analysis. During this period, the files are closed until this action is complete. Copies of the bid tabulations are made available only once the review is complete, upon the request to Purchasing, by email at purchasing@kentcountyroads.net.

1. All bids must be submitted on the Board's bid pricing sheet that was provided. The bid shall be legibly prepared in ink or typed out. Erasures or alterations must be initialed by the respondent.
2. Specifications and plans should not be returned with bid, unless otherwise stated herein.
3. Bids shall be sent to KCRC by email to bids@kentcountyroads.net. If the email is not applicable for the respondent to submit their bid, please contact Purchasing for assistance.
4. Bids will not be accepted after the time designated for the opening of the bids. The respondent shall assume full responsibility for delivery of bids prior to the appointed time for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof.
5. No responsibility shall attach to the Road Commission or their representatives for premature opening or non-receipt of any bid which is not properly addressed, delivered, or identified. A confirmation of receipt of emailed bids received will be sent.
6. It is understood the Board is a governmental unit, and as such, is exempt from the payment of all state and federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
7. The respondent, by submission of a bid, declares the bid is made without collusion with any other person or entity, and agrees to furnish all items and services in strict adherence with all applicable federal, state and local laws, regulations, codes and ordinances.
8. The Board reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid which, in the opinion of the Board, may be most advantageous and to the best interest of the Kent County Road Commission. In case of error, in the extension of prices in the bid or other arithmetical error, the unit prices will govern.

**Specifications for Bid #23-MNT-04:
Sand - 2NS for Ice Control**

It is the intent of the Kent County Road Commission to purchase 2022-2023 Winter Season's Requirements of Sand, 2NS for Ice Control from a selected source or sources, as needed.

General Specifications

A. Quantity:

1. The determining factor on quantity purchased from any one vendor will be the location of our work projects and the proximity of vendor's pit and the moisture content at time of requirements.
2. Authorized personnel of the Kent County Road Commission Maintenance Department will contact vendor as material is required for scheduling of either loading at vendor's plant or delivery to District Garages.
3. Quantities purchased varies from year to year:
 - a. 2021-2022 Winter Season 17,062 tons
 - b. 2020-2021 Winter Season 16,181 tons
 - c. 2019-2020 Winter Season 15,926 tons

B. Loading Requirements:

1. A loader or other type of loading device capable of loading material into Road Commission trucks must be available at the vendor's plant.

C. Award:

1. The Kent County Road Commission reserves the right to award to more than one supplier, based on quantities, price and service by delivery location and in the best interest of the County.
2. The right is reserved by the Kent County Road Commission to allow other governmental agencies to add their requirements upon award of bid. Agencies piggy-backing on will issue their agency's Purchase Order for their requirements and must be invoiced accordingly.

D. Delivery Locations to District Garages:

1. Central Complex (Leaving Spring '23)
1500 Scribner Avenue, NW
Grand Rapids, MI 49504
2. New Central Complex (Moving Spring '23)
1900 4 Mile Road NW
Walker, MI 49544
3. North Complex
11777 White Creek Avenue NE
Cedar Springs, MI 49319

4. South Complex
4949 Tim Dougherty Drive SE
Grand Rapids, MI 49512
(off Patterson, ½ mile north of 44th Street)
5. Southwest Complex
84th Street SW
Byron Center, MI 49315
6. City of Walker
4243 Remembrance Rd. NW
Walker, MI 49534
Gary Postema – phone (616)791-6867

E. Price:

1. Price per ton F.O.B. Road Commission or participating agencies trucks at vendor's plant.
2. Price per ton delivered F.O.B. locations.
3. Price bid shall be firm for period October 2022 through September 2023.
4. Price shall be less all state and federal taxes.

F. Payment:

1. Payment shall be made on the basis of approved scale loads and weight slips showing gross, tare and net. Certified bucket scales are acceptable.
2. Bid price shall be per **ton** and all invoices shall be stated per ton.

G. Insurance Requirements:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Kent County Road Commission and its agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Contract including claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties, indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein, arising out of and during the progress and to the completion of work all in accordance with Public Act 468 of 2012 and the 2020 Michigan Department of Transportation's "Standard Specifications for Construction", Division 1, paragraph 1.07.10 with the following minimum requirements:

Workman's Compensation Statutory Coverage

Bodily Injury and Property Damage Other Than Automobile:

Each Occurrence \$1,000,000

Aggregate \$2,000,000

Bodily Injury Liability and Property Damage Liability Automobile:

Bodily Injury Liability \$500,000 Each Person, Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability

Each Occurrence \$2,000,000

Insurance Certificate declaring Kent County Road Commission as additional insured, not certificate holder, must be issued and shall become part of the contract.

2. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.
3. Certificate must be submitted within fifteen days upon notification of award of Contract and prior to Contract signing.

H. Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

I. "The KCRC, 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."

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Kent County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Kent County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Kent County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Kent County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

Technical Specifications

Composition -

1. The sand shall meet the 2020 Michigan Department of Transportation's "Standard Specifications for Construction" according to Section 902 for Fine Aggregate 2NS, except for the following modifications:

Material	Sieve Analysis (MTM 109) Total Percent Passing (a)							Loss by Washing % Passing No. 200 (a)(b)
	3/8 in	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	
2NS Modified	100	95-100	65-95	35-75	20-55	10-30	0-5	0-2

- a. Test results based on dry weights.
 - b. Use test method MTM 108 for Loss by Washing.
2. Materials shall have a moisture content of not more than 6% by weight. Moisture tests may be made at the start of weighing operations. If the tests indicate a moisture content in excess of 6%, the responsible Road Commission's representative shall elect to accept or reject. If accepted, the moisture content shall be equated for in pay weights in accordance with 2012 Michigan Department of Transportation's Standard Specifications for Construction" paragraph 109.01.

Frozen material (chunks) shall not be accepted and the loads shall be rejected at the vendor's expense.

**Bid Pricing Sheet for Bid #23-MNT-04:
Sand - 2NS for Ice Control**

A. Cost of Material F.O.B. loaded on Kent County Road Commission trucks at vendor's plant:

Cost per Ton (picked up) \$ _____

Pit Location _____

B. Cost of Material delivered F.O.B. to the following Kent County Road Commission District Garages:

Cost per Ton (delivered)

Central Complex \$ _____

New Central Complex \$ _____

North Complex \$ _____

South Complex \$ _____

Southwest Complex \$ _____

City of Walker \$ _____

Firm Price Period: October 2022 – September 2023 _____

Payment Terms _____

Company Name _____

Company Address _____

Email _____

Phone Number _____ Fax # _____

Cell Phone _____ Pager _____

Signature and Title of Authorized Agent _____

written

typed/printed

Date _____

Federal Employer ID# or SS # _____