



Newaygo County Road Commission

935 EAST ONE MILE ROAD

WHITE CLOUD, MI 49349

Phone (231) 689-6682

Fax (231) 689-5994

www.newaygoroads.org

NOTICE TO BIDDERS

The Board of County Road Commissioners of Newaygo County will receive sealed bids at their office at 935 East One Mile Road, White Cloud, MI 49349, until 8:15 a.m. on Wednesday, December 14, 2011, for the following:

- ❖ Well Brine - 26% for Winter Deicing

Specifications and bid forms may be obtained at the Road Commission offices during regular business hours or by visiting our website at www.newaygoroads.org

All proposals must be submitted on Road Commission furnished bid forms. Said forms must be in sealed envelopes, plainly marked as to item bid and shall bear the name of the bidder.

The Newaygo County Road Commission hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color or national origin in consideration for an award.

The Board reserves the right to accept or reject any or all bids, to waive any irregularities in the bids and to make award in any manner they deem to be in the best interest of Newaygo County.

BOARD OF COUNTY ROAD COMMISSIONERS
OF
NEWAYGO COUNTY

William Gonyon, Chairman
Louis J. Meeuwenberg, Vice-Chairman
Dale E. Twing, Commissioner

Specifications for Well Brine – 26% for Winter Deicing

It is the intent of the Newaygo County Road Commission to purchase all or part of its 2011-2012 requirements of Mineral Well Brine – from selected source/sources.

General Specifications

A. Quantities:

Quantities will be ordered, “as needed” and quantities may increase or decrease.

B. Delivered:

1. Well brine shall be shipped in 5,000 to 9,000 gallon truck loads, delivered to designated locations and pumped in Newaygo County Road Commission storage tanks at the following addresses:

a. White Cloud facility
935 East One Mile Road
White Cloud, MI 49349

b. Newaygo facility
8527 S. Mundy Ave.
Newaygo, MI 49337

2. Deliveries must be made within twenty-four hours of receipt of order Monday through Friday, 7:00 a.m. to 11:00 p.m., unless prior notice and arrangements have been made, at all locations.

C. Price:

1. The unit of measurement shall be per gallon, FOB delivered, and pumped into our storage tanks for each delivery.

2. Firm price through December 2012 must be bid.

3. Invoice for material must be submitted to the address listed under section (B1a) within 45 days of delivery otherwise it may be subject to a 5% reduction in price.

D. Award of Bid:

1. Award will not be based on price only. Supplier must be qualified to deliver a required amount of gallons of well brine in the months of November to April. In addition, equipment and response time will be considered.

2. The Newaygo County Road Commission reserves the right to award quantities based on price and service by delivery location in the best interest of the County or to lowest responsible and responsive bidder on lowest average cost.

3. The Newaygo County Road Commission reserves the right to award this contract to more than one bidder, buying in the best interest of the County

E. The right is reserved by the Newaygo County Road Commission for other governmental agencies to piggyback upon award.

F. Cancellation of Contract Provisions:

The Newaygo County Road Commission shall have the right to cancel the Contract for non-performance: Should an inspection by the designated representative reveal the Contractor's work results in any non-acceptable maintenance condition of one or all specified areas:

1. The NCRC's designated representative at the time of the first circumstance shall call for a meeting with the Contractor or issue a written notice of possible Contract termination should the condition continue.
2. If the condition should repeat for a second time, or a second circumstance shall occur, the NCRC's designated representative may issue a written notice of contract termination.
3. If contract is terminated prior to end of contract period, the contractor will not be allowed to rebid on the same contract.

G. Insurance Requirements:

1. Contractor shall save harmless and indemnify the Newaygo County Road Commission, as well as their employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of work all in accordance with the 2003 Michigan Department of Transportation's "Standard Specification for Construction", Section 107.10, with the following minimum requirements:

Workman's Compensation	Statutory Coverage
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Bodily Injury and Property Damage Other Than Automobile:

Each Occurrence	\$1,000,000
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Aggregate	\$2,000,000
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Bodily Injury Liability and Property Damage Liability Automobile:

Bodily Injury Liability	\$500,000 Each Person, Each Occurrence	\$1,000,000
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Bodily Damage Liability	\$1,000,000 Each Occurrence
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Combined Single Limit for Bodily Injury and Property Damage Liability

Each Occurrence	\$2,000,000
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One Insurance Certificate declaring Newaygo County Road Commission as additional insured, not certificate holder, must be issued and shall become part of 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 ten days upon notification of award of Contract.

H. Contract Term:

The Contract shall be in force for 12 consecutive months beginning December 2011 and shall automatically renew for a second year unless written notice of non-renewal is received 30 days minimum prior to December 2011 by either party. Pricing, terms and conditions of the first year on contract will remain the same for the one-year renewal option.

- I. 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.
- J. "The NCRC, in accordance with the 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-assigned 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 Newaygo 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 Newaygo 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 paragraph (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 Newaygo 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 Newaygo County Road Commission to enter into such litigation to protect the interest 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

A. Materials:

1. Mineral Well Brine must meet the following specifications @ 60 degrees Fahrenheit:
 - Minimum 26% total Chloride with current laboratory analysis report to be included with bid.
2. Substitutions or deviations from well brine must be authorized prior to delivery by Kelly Smith, Manager, by contacting him at 231-689-6682.
3. Each truck tank load of solution may be sampled by a representative of the Road Commission, either before leaving the loading station or before the solution is unloaded or applied.

B. Analysis of a load may be ordered from a competent chemist in case of a disagreement in total chloride content, and such chemist's conclusions shall be final in regard to acceptance of the given load.

C. Copies of the Material Safety Data Sheet for the chlorides must be submitted upon award of bid.

NOTE: Questions concerning specifications should be directed to Kelly Smith, Manager, at 231-689-6682.

BID FORM – WINTER DEICING LIQUID

To be opened: Wednesday, December 14, 2011 @ 8:15 a.m.

SUBMITTED TO: Newaygo County Road Commission
935 East One Mile Road
White Cloud, MI 49349

Companies wanting to bid alternate prewetting material may do so at this time

<u>WINTER DEICING LIQUID</u>	
DELIVERY LOCATION F.O.B. POINT	DELIVERED MINERAL WELL BRINE
White Cloud facility	Cost per gallon\$ _____
Newaygo facility	Cost per gallon\$ _____

NAME OF BIDDER _____

Signed _____

ADDRESS _____

TELEPHONE _____ FAX _____

E-MAIL ADDRESS: _____

DATE _____